# BENGALURU METROPOLITAN TRANSPORT CORPORATION

**INVITES**

**TENDERS**

**FOR**

# SELECTION OF AN AGENCY FOR PROVIDING HOUSEKEEPING SERVICES AND OPERATION & MAINTENANCE OF PASSENGER TOILET BLOCKS AT KENGERI TTMC, BENGALURU

**CHIEF TRAFFIC MANAGER (COMMERCIAL),**
**BMTC, K H Road, Shanthinagar, Bengaluru – 560 027**

Telephone No: 080-22537575
e-mail: ctmc@mybmtc.com Web-site: https://mybmtc.karnataka.gov.in

# NOTICE INVITING TENDER (NIT)

**FOR**

# SELECTION OF AN AGENCY FOR PROVIDING HOUSEKEEPING SERVICES AND OPERATION & MAINTENANCE OF PASSENGER TOILET BLOCKS AT KENGERI TTMC

(Through Karnataka Public Procurement Portal only https://www.kppp.karnataka.gov.in )

**Tender Reference No: 07/2023-24** **Dated: 08.02.2024**

| | |
|---|---|
| Date and time of and availability of Tender Document | From 09.02.2024 to 23.02.2024 upto 17:00 Hrs to be downloaded from the Karnataka Public Procurement Portal https://www.kppp.karnataka.gov.in |
| Date and time of visit to place of Service | On working days between 10:00 to 17:00 Hrs |
| Pre-Bid meeting date, time and place | On 14.02.2024 at 11:00 Hrs<br>Mini Meeting Hall, 4th Floor, Central Offices<br>Bengaluru Metropolitan Transport Corporation,<br>K H Road, Shanthinagar, Bengaluru – 560027. |
| Last date for submission of online Tenders on Karnataka Public Procurement Portal | On 23.02.2024 upto 17:00 Hrs |
| Date and Time for opening of Technical Tender on the Karnataka Public Procurement Portal | On 26.02.2024 at 11.30 Hrs |
| Date and Time for opening of Financial Tender on the Karnataka Public Procurement Portal | To be intimated later |
| Validity of Tenders | 180 days from the last date for submission of Tenders |
| Period for Contract | 36 months unless extended by the Client for an additional period of upto maximum of 6 months. |
| Address for Communications | Chief Traffic Manager (Commercial),<br>Bengaluru Metropolitan Transport Corporation,<br>K H Road, Shanthinagar, Bengaluru - 560027. |
| Earnest Money Deposit (EMD) Amount | INR.2,00,000 (Rupees Two Lakhs only) is payable as provided in Clause 13 of ITT |

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## SECTION I: INVITATION FOR TENDERS (IFT)

**Tender Reference No**: 07/2023-24

**Dated: 08.02.2024**

1. Chief Traffic Manager (Com) on behalf of Bengaluru Metropolitan Transport Corporation (BMTC) (Referred to as the "**Client**") invites Tenders for Providing Housekeeping Services and Operation & Maintenance of Passenger Toilet Blocks at Kengeri TTMC as detailed in Scope of Services (hereinafter referred to as "the **Services**") The term Tenderer(s) used herein would apply to both a Single Business Entity and a Consortium. The Tenderer(s) are advised to go through the same.
2. The Period of Contract shall be 36 months unless extended by the Client for an additional period of upto maximum of 6 months as per the discretion of the Client.
3. The Tender documents may be downloaded from the Karnataka Public Procurement Portal (https://www.kppp.karnataka.gov.in) at free of cost from the date and time specified in NIT till the last date and time or extended date and time for submission of Tenders. The Tenderer(s) shall go through the Tender document for details before submission of their Tender.
4. The Tenderer(s) has to deposit an Earnest Money Deposit amount through Karnataka Public Procurement Portal by any of the modes specified in the Karnataka Public Procurement Portal.
5. Tenders must be submitted through Karnataka Public Procurement Portal within the last date and time for submission of Tenders as specified in NIT. Tenderer(s) are required to submit Technical Tender and Financial Tender simultaneously. No physical submission of Tender will be accepted.
6. The Tenderer quoting the Lowest Contract Price shall be declared as selected Tenderer.
7. All notifications, changes and amendments to the Tender Document will be posted only on the Karnataka Public Procurement Portal, which shall form part of the Original Tender Document.
8. Other details can be seen in the Tender documents.
9. For any additional information or clarification regarding the Tender, the interested Tenderer(s), may contact office of the undersigned at the address provided in NIT on all working days during office hours.

   The Client reserves the right to accept, reject or cancel any or all the Tenders or to abandon the procurement process without assigning any reasons thereof.

**Sd/-**

**The Chief Traffic Manager (Commercial),**

Bengaluru Metropolitan Transport Corporation
K H Road, Shanthinagar, Bengaluru – 560027
e-mail: ctmc@mybmtc.com

## SECTION II: INSTRUCTIONS TO TENDERER(S) (ITT)

### A. Introduction

### 1. Scope of Tender

1.1 The Client invites Tenders from eligible Tenderer(s) for providing Housekeeping Services and Operation & Maintenance of Passenger Toilet Blocks at Kengeri TTMC, Bengaluru as detailed in **Schedule A.**

1.2 Broadly, the project includes engaging the requisite manpower, providing housekeeping services, operating and maintaining the passenger toilet blocks and collection of user fee from users of passenger toilet blocks at Kengeri TTMC.

### 2. One Tender Per Tenderer

No Tenderer shall submit more than one Tender (comprising Technical Tender and Financial Tender) for the Project. A Tenderer applying individually or as a member of a Consortium shall not be entitled to submit another Tender either individually or as a member of any Consortium, as the case may be. Any Tenderer, who submits more than one Tender, will be disqualified and will also cause the disqualification of the Consortium of which it is a member.

### 3. Visit of Place of Service

The Tenderer(s) at their own responsibility and risk are encouraged to visit and examine the place of service and its surroundings to satisfy themselves of the existing facilities and obtain all information that may be necessary for preparing the Tender. The cost of visit of place of Service shall be at the Tenderers' own expense.

### 4. Eligible Tenderer

4.1 For determining the eligibility of Tenderer(s), the following conditions are required to be satisfied:

a. The Tenderer(s) should not have been blacklisted or be under order of debarment from participating in a Tender as on the Bid Due Date, either individually or as member of a Consortium.

b. Tenderer's, Consortium Member or Associate contracts should not have been terminated during the last 2 (two) years as on the Last Date of submission of proposals for this tender (Refer to IFT) due to non-fulfilment of contractual obligations as evidenced by imposition of a penalty by any procurement entity or by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Tenderer.

c. The Client expects Tenderer(s) to provide professional, objective, and impartial services and at all times hold the Client's interests paramount, without any consideration for future work, and strictly avoid conflicts with other assignments or their own corporate interests.

d. Tenderer(s) must not be insolvent, in receivership, bankrupt are being wound up, not have its affairs administered by a Court or Judicial Officer, not have its business activities suspended and must not be the subject of legal proceeding for any of these reasons.

4.2 The Tenderer(s) should meet the following eligibility criteria (the "**Eligibility Criteria**").

a. The Tenderer(s) should be either a proprietorship Firm, or company, or partnership firm, or Limited Liability Partnership firm, or Society which is registered under the relevant statutory law.

b. Group of single business entities (the "**Consortium**") of not more than [2] members is allowed to participate in this tender process. However, no applicant applying individually or as a member of a Consortium, as the case may be, can be member of another Tenderer.

c. The Tenderer(s) should have a Registered Office in Karnataka. If incorporated elsewhere, should have a branch office in Karnataka and the personnel proposed to be deployed for the services should be conversant in Kannada language. The Tenderer(s) shall also provide undertaking that 75% of the staff deployed shall be of Karnataka domicile.

d. The Tenderer(s) should be in similar business of providing housekeeping services for any two years out of the last five completed Financial Years (i.e Financial Years 2018-19, 2019-20, 2020-21, 2021-2022 and 2022-23) preceding the Last Date for submission of Tenders.

e. The Tenderer(s) should have the following registrations:

   i. Registration with the Department of Labour.
   ii. Registration under Employees' Provident Funds and Miscellaneous Provident Act, 1952.
   iii. Registration under Employees State Insurance Act, 1948.
   iv. Registration under the Goods and Service Tax (GST)
   v. Registration under Professional Tax.
   vi. Registration under the Shops and Commercial Establishments Act, 1961.
   vii. Permanent Account Number (PAN) issued by the Board of Direct Taxes under the Income Tax Act, 1961.
   viii. and any other relevant registration applicable as per law.

f. The Tenderer(s) should hold a valid license issued by the Labour Department under Contract Labour (Regulation & Abolition) Act, 1970.

g. The Tenderer(s) should not have any outstanding recoveries with respect to statutory payments such as contribution to ESIC, EPFO, GST, Income tax, etc.

h. The Tenderer(s) should provide the requisite number of personnel, consumables and equipment/tools/machinery required for the services as specified in scope of services.

i. In case the Tenderer is a Consortium, Members of the Consortium shall nominate one member who represents the Consortium as the Lead Member (the "**Lead Member**"). The other member of the Consortium shall be termed as (the "**Other Member**"). The combined experience of both members of the Consortium shall be considered for evaluation of the Technical Capacity. However, The Lead Member should meet the Financial Capacity for purposes of qualification.

j. A Letter of Consortium. The Lead Member shall be authorized to incur liabilities and receive instructions for and on behalf of the Consortium and this authorization shall be evidenced by a Power of Attorney to be provided by the Other Member to the Lead Member.

k. All members of the Consortium shall be jointly and severally liable during the tendering process and for execution of the Project in accordance with the Contract Agreement a statement to this effect shall be included in the letter of Consortium to be submitted as per the format provided along **Tech Form – 1**.

## 5. Qualification Criteria

The Tenderer(s) should establish their competence and capacity based on the following qualification criteria (the "**Qualification Criteria**"). The qualification information shall be provided in the format prescribed in **Tech Form- 3** and **Tech Form- 4**.

### A. Technical Capacity

The Tenderer(s) should establish their experience (the "**Technical Capacity**") as set out below:

The Tenderer(s) should have successfully provided Housekeeping services or similar services for any Central/State Govt./Semi Govt./PSU/reputed company established under the Companies Act, 1956 or 2013 in any two years out of the last five completed Financial Years (i.e Financial Years 2018-19, 2019-20, 2020-21, 2021-2022 and 2022-23) preceding the Last Date for submission of Tenders such that the total/combined personnel deployed in any two years is not less than 10 (Ten) personnel.

### B. Financial Capacity

The Tenderer(s) should have the following financial capacity (the "**Financial Capacity**").

The Tenderer(s) should have minimum Average Annual Turnover of INR.1,00,00,000 (Rupees One Crore only) from Housekeeping or similar services in any two years out of the last five completed financial years preceding the last date for submission of tenders (i.e. Financial Years 2018-19, 2019-20, 2020-21, 2021-22 and 2022-23].

**Note:**

1. For the purposes of this Tender Document, similar services shall mean the deployment of personnel relating to housekeeping services, manpower services, security personnel & staff etc.
2. In case the Tenderer is a Consortium, Members of the Consortium shall nominate one member who represents the Consortium as the Lead Member (the "**Lead Member**"). The Lead Member should meet the Financial Capacity for purposes of qualification. The other member of the Consortium shall be termed as (the "**Other Member**").
3. Technical Capacity and Financial Capacity of parent/subsidiary/associate company(ies) of the Tenderer would not be considered for evaluation.
4. The Tenderer(s) should submit details of the similar work in the prescribed format at **Tech Form- 3** and a certificate for total number of personnel deployed for each contract in any two years from a Statutory Auditor / Chartered Accountant along with copies of Work order/ Agreement/ Completion certification
5. The Tenderer(s) should submit details of the Annual Turnover and a certificate for average annual turnover from a Statutory Auditor / Chartered

Accountant along with audited annual accounts for the respective financial years in the prescribed format at **Tech Form- 4**.

5.1 The Tenderer(s) should fulfil all the criteria detailed in this Clause to qualify in the Technical Tender. If a Tenderer does not fulfil the minimum criteria prescribed herein, the Tenderer shall be disqualified. On such disqualification, the Financial Tender of such Tenderer will not be opened & will not be considered for further evaluation.

5.2 Though the Tenderer(s) fulfils the above conditions, they are subject to be disqualified, if they have made any misleading or false representation in the forms, statements, any attachments in proof of the requirements specified in the eligibility or qualification criteria. . If the Tenderer is a Consortium, then the entire Consortium will be disqualified/ rejected.

5.3 The Tenderer(s) are required to upload legible copies of documents provided at Tech Form- 9 to support, demonstrate and substantiate the eligibility and qualification criteria provided in this Tender Document.

## 6. Cost of Tendering

6.1 The Tenderer(s) shall bear all direct or consequential costs, losses and expenditure associated with or relating to the preparation, presentation, submission and processing of its tender, and the Client will in no case be responsible or liable in any manner for these costs, regardless of the conduct or outcome of the tender process.

6.2 All Tenderer(s) are required to register in Karnataka Public Procurement Portal. The Tenderer(s), who submit their Tender for this Services after digitally signing using their Digital Signature Certificate (DSC), accept that they have clearly understood and agreed the terms and conditions including all the Forms/Annexure/Appendices of this Tender.

# B. Tender Documents

## 7. Contents of Tender Documents

7.1 The tendering procedures and contract terms are prescribed in the tender documents. In addition to the Invitation for Tenders, the tender documents shall include:

a. Notice Inviting Tender;
b. Instruction to Tenderer(s) (ITT);
c. Form of Contract
d. General Conditions of Contract (GCC);
e. Special Conditions of Contract (SCC);
f. Appendices
g. Schedules

7.2 The Tenderer(s) are expected to examine all instructions, forms, terms, and specifications in the Tender Documents. Failure to furnish all information required by the Tender Documents or submission of a Tender not substantially responsive to the Tender Documents in all respect will be at the Tenderer(s) risk and may result in rejection of its Tender.

## 8. Amendment to Tender Documents

8.1 Before the deadline for submission of Tenders, the Client may, for any reason, whether at its own initiative or in response to a clarification requested by a

prospective Tenderer, may make any modifications or amendments to the Tender Documents. Such modifications or amendments shall be notified on the Karnataka Public Procurement Portal through issue of Addendum or Corrigendum or Clarification. Any Addendum or Corrigendum or Clarification issued by the Client shall form part of the original Tender Document.

8.2 In order to allow prospective Tenderer(s), reasonable time, to take the amendment into account in preparing their Tenders, the deadline for the submission of Tenders as necessary may be extended. Information about extension of the deadline for the submission of Tenders will be published on Karnataka Public Procurement Portal.

**9. Pre-Bid Meeting and Clarification of Tender Documents**

9.1 A prospective Tenderer requiring any clarification of the Tender Documents may notify the Client in writing or by email at the mailing address indicated in the Invitation for Tenders in the format provided below.

| Sl No | Tender Document reference (Section, Clause No and Page No) | Content of the Tender Document Clause | Points of Clarification Required |
|---|---|---|---|
| 1 | | | |
| 2 | | | |

9.2 The tenderer or his authorized representative is invited to attend a pre-bid meeting which will take place at place and time as specified in the NIT.

9.3 The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.

## C. Preparation of Tenders

**10. Language of Tender**

The Tender prepared by the Tenderer(s), as well as all correspondence and documents relating to the Tender exchanged by the Tenderer(s) and the Client, shall be written in English language. Supporting documents and printed literature furnished by the Tenderer(s) may be in another language provided they are accompanied by an accurate translation of the relevant passages in the English language in which case, for purposes of interpretation of the Tender, the translation shall govern.

**11. Tender Form**

11.1 The Tender should upload in the Karnataka Public Procurement Portal comprising the following documents.

**A- Technical Tender documents** shall comprise of scanned copy of all pre-qualification information about the Tenderer(s) namely;

i. Letter of Tender in the format prescribed at **Tech Form- 1**. In the case of a Consortium, the Lead Member should submit a Letter of Consortium in the format prescribed at **Tech From - 1**
ii. Details of Tenderer(s) in the format prescribed at **Tech Form - 2** along with supporting documents as specified in **Tech Form- 9**;
iii. Technical Capacity of the Tenderer(s) in the format prescribed at Tech Form - 3 along with Statutory Auditor /Chartered Accountant certificate and supporting documents as specified in Tech **Form- 9**;

iv. Financial Capability of the Tenderer(s) in the format prescribed at **Tech Form - 4** along with Statutory Auditor /Chartered Accountant certificate and supporting documents as specified in **Tech Form- 9**;

v. Statement of Legal Capacity of the Tenderer(s) in the format prescribed at **Tech Form- 5**;

vi. Power of Attorney for Signing of Tender in the format prescribed at **Tech Form- 6**; In the case of a Consortium, the Members should submit a Power of Attorney in favour of the Lead Member as per the given format

vii. Undertaking of Tenderer(s) / Lead Member in the format prescribed at **Tech From - 7;**

viii. List and quantity of consumables required per month at **Tech Form – 8;**

ix. Checklist of Documents in the format prescribed at **Tech Form- 9**;

x. any other information considered relevant.

**Note:**

Tenderer(s) shall not furnish the Financial Tender along with the Technical Tender.

**B- Financial Tender document** shall comprise of the Contract Price quoted by the Tenderer for the whole Services as described in Clause 1 of the ITT in the slot provided on the Karnataka Public Procurement Portal. The Tenderer(s) should consider the revenue from collection of user fee from the users of the passenger toilet blocks while quoting the contact price.

i. The Contract Price quoted by the Tenderer(s) shall be inclusive of all relevant financial implications including inter-alia the nature of the Services to be delivered, location, site(s) of the delivery of Services, extant rules and regulations about taxes, duties, labour in India, overheads and incidental services for the whole services as described in Clause 1 of the ITT and including GST.

ii. The Tenderer shall fill in rates and prices and line item total (both in figures and words) for all items described in the slot along with total contract price (both in figures and words).

iii. Items for which no rate or price is entered by the Tenderer will not be paid for by the Client when executed and shall be deemed to have covered by the other rates and prices in the slot.

iv. The specimen break-up of the Financial Tender is prescribed at FIN Form for calculation of the Financial Tender only. Tenderers are prohibited from submitting scanned copies of Financial Tender FIN Form on the Karnataka Procurement Portal. Submission of scanned copies of Financial Tender Forms with Technical Tender will lead to rejection of such Tenders.

v. Tenders submitted by fax, e-mail or any other electronic modes other than through Karnataka Public Procurement Portal shall not be entertained and shall be rejected.

## 12. Tender Currency

The Financial Tender should be quoted in Indian Rupees only.

## 13. Earnest Money Deposit (EMD)

13.1 The Tenderer(s) shall furnish, as part of his tender, an earnest money deposit (the "**EMD**") of INR.2,00,000/- (Rupees Two Lakhs only).

13.2 The EMD to be paid through online or offline modes shall be made on any of the following e-payment options:

**Online Payments**:

i. Debit Card,
ii. Credit Card,
iii. Internet Banking
iv. NEFT (National Electronic Fund Transfer)

**Offline Payments:**

i. Remittance at the Bank Counter using challan (ICICI Bank only)

13.3 The Client shall not take any responsibility for non-payment of EMD amount due to declaration of Bank Holiday. For further details regarding e-payment, please refer to the Karnataka Public Procurement Portal.

13.4 .Any Tender not accompanied by EMD and not secured as indicated in Sub-Clauses 13.1 shall be rejected as non-responsive.

13.5 The Earnest Money Deposit submitted through online or offline modes of payment will be returned through the Karnataka Public Procurement Portal without any interest:

i. To the unsuccessful Tenderer(s), as promptly as possible and in any case within 30 (thirty) days from the date of declaration of successful Tenderer by the Client.

ii. In the event of cancellation of tender process, within 15(fifteen) days of such rejection or cancellation.

13.6 Under the following conditions, the EMD shall be forfeited and the Tenderer(s) shall be blacklisted/debarred

i. If Tenderer(s) withdraws its tender during the period of tender validity specified in this Tender Document and or as extended by the mutual consent of the respective Tenderer(s) and the Client; or

ii. if the successful Tenderer fails or refuses to:

a. produce the original documents for scrutiny; or
b. furnish Security Deposit in accordance with ITT Clause 32. Or
c. sign the Contract within the period specified in accordance with ITT Clause 31.3;

iii. In case a Tenderer is blacklisted or under order of debarment from participating in a Tender by the Client or the Government;

13.7 The Earnest Money Deposit of the successful Tenderer will be adjusted towards Security Deposit and the successful Tenderer shall deposit the balance amount of the Security Deposit within 14 (fourteen) days of the receipt of LOI as per Clause 32.

## 14. Period of Validity of Tenders

14.1 The Tender shall remain valid for a period of 180 days from the last date of submission of Tender. The Tenderer(s) are not allowed to modify, vary, revoke or withdraw, their Tender during the original or extended validity period.

14.2 A Tender valid for a shorter period than 180 days shall be rejected by the Client as non-responsive.

14.3 In exceptional circumstances, before the expiry of original validity period, the Client may solicit the Tenderer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing (or by e-mail or fax) through Karnataka Public Procurement Portal. The Earnest Money Deposit provided under ITT Clause 13 shall also be suitably extended. A Tenderer may refuse the request without forfeiting its Earnest Money Deposit. A Tenderer granting the request will not be required or permitted to modify its Tender.

## D. Submission of Tenders

### 15. Format and Signing of Tender

15.1 The Tenderer(s) shall provide all the required information sought under this Tender Document. The Client will evaluate only those Tenders that are received in the required formats and complete in all respects. Incomplete and/or conditional/alternative Tenders shall be liable to rejection as non-responsive.

15.2 All the documents of the Tender should be uploaded on the Karnataka Public Procurement Portal using digital signature with their valid Digital Signature Certificate (DSC) as issued under the Information's Technology Act, 2000.

15.3 The tenders shall be typed or written in indelible ink and signed by the Authorized Signatory (the "**Authorized Signatory**") of the Tenderer(s) who shall also initial each page, in blue ink with stamp as an acceptance of the terms and conditions written therein. In case of printed and published Documents, only the cover page shall be initialled. The person signing the submissions shall initial all the alterations, omissions, additions, or any other amendments made to the submissions. The submissions must be properly signed by the Authorized signatory of the Tenderer(s) holding a Power of Attorney or the Board Resolution.

15.4 A copy of the Power of Attorney certified by the authorized signatory of the Tenderer(s) in the form specified in **Tech Form- 6**, as the case may be, should accompany the Tenders.

### 16. Deadline for Submission of Tenders

16.1 It shall be the responsibility of the Tenderer(s) to ensure that their Tender is submitted in the Karnataka Public Procurement Portal within the last date and time specified for the receipt of Tenders in complete manner. The Client will not be held responsible for technical glitches and internet connectivity issues confronted by Tenderer(s) in uploading their tender or for any failure on part of the Tenderer(s) to make the payment of EMD or submission of any documents as required to be submitted or for rejection of Tenders by Karnataka Public Procurement Portal for whatsoever reasons. No correspondence shall be entertained in this regard.

16.2 The last date and time for submission of tenders may be extended by amending the tender documents in accordance with ITT Clause 8 after giving adequate notice on the Karnataka Public Procurement Portal, in which case all rights and obligations of the Client and Tenderer(s) previously subject to the deadline will thereafter be subject to the deadline as extended. Information about extension of the deadline for the submission of Tenders will be published on Karnataka Public Procurement Portal.

### 17. Late Tenders

The Karnataka Public Procurement Portal will not accept any Tenders after the last date and time for submission of Tenders.

**18. Modification and Withdrawal of Tenders**

18.1 The Tenderer(s) may modify the contents of the Technical Tender or Financial Tender or withdraw its tender prior to deadline for submission of tenders in Karnataka Public Procurement Portal

18.2 No tender may be modified subsequent to the deadline for submission of tenders.

18.3 No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the original period of tender validity or extended period in pursuant to Clause 14.

## E. Tender Opening and Evaluation of Tenders

**19. Opening of Technical Tender**

19.1 The Technical Tender shall be opened in the Karnataka Public Procurement Portal at the designated date and time, without requiring the presence of the Tenderer(s). In the event of the specified date of Technical Tender opening being declared a holiday, the Technical Tender shall be opened at the appointed time on the next working day.

19.2 List of submitted Tenders termed as RECEIVED and list of incomplete tenders termed as DRAFT shall be displayed in Karnataka Public Procurement Portal. All Tender payments successfully received shall be displayed. Only the Tenders which have been submitted in Karnataka Public Procurement Portal and whose Tender payments were successfully received in Karnataka Public Procurement Portal shall be opened. The name of the Tenderer(s) shall be published in the Karnataka Public Procurement Portal.

**20. Confidential**

20.1 The Client shall ensure the confidentiality of the process of tender evaluation until orders on the tenders are passed.

20.2 Information relating to the examination, clarification, evaluation and comparison of tenders and recommendations of award of Contract shall not be disclosed to Tenderer(s) or any other persons not officially concerned with such process until award of the successful Tenderer has been announced in the Karnataka Public Procurement Portal. Any effort by a Tenderer to influence, the Client in processing of Tenders or award decision may result in rejection of Tender.

**21. Clarification of Tenders**

21.1 During evaluation of tenders, the Client may, at its discretion, seek bona fide clarifications from the Tenderer(s) relating to the Tenders submitted by them including the details of price. The request for clarification and the response shall be in writing. The Client shall not offer or permit any change in the price or substance of Tender.

21.2 During the evaluation of tenders, the Client may at its discretion, seek justification for the Service charges quoted by the Tenderer to assessing the service charges quoted.

**22. Initial Examination of Tenders**

22.1 The Client shall cause an initial examination of the Tenders submitted to determine their substantial responsiveness and following factors shall be considered, namely

a. Whether the Tenderer(s) meets the eligibility criteria laid down in the Tender Documents;
b. Whether the crucial documents have been duly signed;
c. Whether the requisite Earnest Money Deposit has been furnished;
d. Whether the Tender is substantially responsive in terms with the Tender Documents without material deviation or reservation or inconsistent with the Client's right or Tenderer's obligations under the Contract.

22.2 Tenders which on initial examination are found not to be substantially responsive under any of the Clauses under Clause 22.1 above, may be rejected.

**23. Evaluation of Technical Tender**

23.1 The Client may constitute a Tender Scrutiny Committee as it deems fit to carry out scrutiny and evaluation of Tenders strictly in accordance with the evaluation criteria indicated in Clause 5 of this Tender Document.

23.2 Tenderer(s) whose Technical Tenders are adjudged as responsive in terms of Clause 22 and who fulfils the conditions of eligibility and qualification in terms with Clause 4.1, 4.2 and 5 will be declared as qualified Tenderer(s) ("**Qualified Tenderer(s)").** If Tenderer(s) does not fulfill the eligibility and qualification criteria prescribed as above shall be disqualified. The Financial Tenders of only the Qualified Tenderer(s) shall be considered for opening in the Karnataka Public Procurement Portal and further evaluation in the manner set out in Clause 24 below.

**24. Opening and Evaluation of Financial Tender**

24.1 In this stage, the Financial Tender of all the Qualified Tenderer(s) will be opened at the date and time notified in the NIT or any amendment to that.

24.2 The Tenderer who has submitted the lowest Contract Price in Karnataka Public Procurement Portal shall in accordance with the evaluation criteria be determined as lowest Tenderer.

24.3 The Contract Price quoted by the Tenderer(s) shall comprise of

*A. Remuneration towards Housekeeping and Toilet Cleaning personnel and*
*B. Service Fee for providing managerial/supervisory/administrative services through deployment of Housekeeping and Toilet Cleaning Personnel including consumables and all equipment/tools/machinery required to undertake the Services.*
*C. Applicable taxes and GST.*

24.4 The Tenderer shall provide a list of consumables such as brooms, brushes, cleaners etc., required per month for providing the Housekeeping Services and Operations and Maintenance of Toilet Blocks with brand name and approximate quantity required per month in Tech Form – 8 of the Technical Tender. Only eco-friendly and ISI marked products will be permitted to be used. The Selected Tenderer shall procure the consumables only on approval of the list by the Client. The Selected Tenderer (Contractor) shall be required to provide all the consumables as per

Schedule C and equipment listed in Schedule A (Scope of Work) and any other equipment/tools/machinery required for carrying out the activities under the Contract within the Service Fee quoted for the Services. The Client shall not make any additional payment for such consumables/ equipment/tool/machinery during the Contract Period

24.5 The Service Fee quoted in the Financial Tender will be considered as fixed. This will not be changed under any circumstances throughout the Contract Period.

24.6 There shall be no arithmetic errors in the Financial Tender. If any such errors are found, the Tender will be rejected. Total cost should be mentioned in both figures and words. If there is any discrepancy between the figures and the words, lowest amount entered will be considered as correct and taken into account for the Tender purpose.

**25. Evaluation and Comparison of Tenders**

25.1 The Client may evaluate and compare the Tenders, which have been determined to be substantially responsive. No Tender will be considered if the complete requirements is not included in the Tender.

25.2 The evaluation of Tender and award of Contract shall be completed, as far as possible, within the period for which the Tenders are held valid. The Client shall seek extension of the validity of Tenders from the Tenderer(s) for the completion of evaluation. In case the evaluation of Tenders and award of Contract is not completed within the extended period, all the Tenders shall be deemed to have become invalid and fresh Tenders may be called for.

25.3 In the event that two or more Tenderer(s) quote the same amount of Contract Price (the "**Tie Tenderers**"), the Tenderer having the highest Turnover shall be identified and declared as the Successful Tenderer.

**26. Contacting the Client**

The Tenderer(s) shall not make attempts to establish unsolicited and unauthorized contact with the Tender Accepting Authority, the Client or Tender Scrutiny Committee after the opening of the Tender and prior to the notification of the Award and if any attempt by the Tenderer(s) to bring to bear extraneous pressures on the Client shall be sufficient reason to disqualify the Tenderer(s).

**27. Tenderer’s Responsibility for Quotation**

Although the details presented in this Tender Document has been compiled with reasonable care, it is the Tenderer(s)’s responsibility to ensure that the information provided is adequate and clearly understood. Claims and objections due to ignorance of existing conditions will not be considered after submission of the Tender and during the period of Services as per the Contract. Tenderer(s) are responsible for the Tender submitted and no relief or consideration can be given for errors and omissions.

## F. Award of Contract

**28. Preparation of Evaluation Report and Award of Tenders**

28.1 The Client shall prepare detailed evaluation report accordingly to the eligibility and qualification criteria as per clause 4.1, 4.2 and 5, which shall be considered for taking a final decision on the Tender.

28.2 The system shall auto generate a statement of evaluation of the Tenders with comparative statement for consideration of the Client.

28.3 The Client's orders after evaluating the Tenders along with the comparative statement shall be uploaded in the Karnataka Public Procurement Portal.

28.4 Subject to Clause 28.1 above and Clause 30 below, the Contract will be awarded to the successful Tenderer whose tender has been determined to be substantially responsive and who has offered the lowest Contract Price and has been determined as the lowest evaluated tender, provided further that the Tenderer is determined to be qualified to perform the Contract satisfactorily

**29. Client's right to vary Quantities at the Time of Award**

The Client reserves the right during the Contract Period to increase or decrease by up to 25% (twenty-five percent) of the quantity of Services originally specified in the Scope of Services without any change in the rate, Contract Price or other terms and conditions.

**30. Client's Right to Accept Any Tender and to Reject Any or All Tenders**

The Client reserves the right to accept or reject any Tender or all Tenders, and to annul the selection process and reject all tenders at any time prior to the award of contract, without thereby incurring any liability to the affected Tenderer(s) or any obligation to inform the affected Tenderer(s) of the grounds for the Client's action and such action also caused to be published in the Karnataka Public Procurement Portal.

**31. Publication of Award and Signing of Contract**

31.1 The Tenderer whose Tender has been accepted will be notified by the Client prior to expiration of the Tender validity period through the Karnataka Public Procurement Portal and through email to the successful Tenderer. This Letter of Intent (LOI) issued by the Client will state the sum that the Client will pay the Contractor in consideration of the provision of Services by the Contractor as prescribed by the Contract (hereinafter and in the Contract called the "**Contract Price**"). The Tenderer, shall confirm acceptance by returning a signed copy of the Letter of Intent.

31.2 The notification of award will constitute the formation of the Contract.

31.3 The Contract Form provided in the tender documents, incorporating all agreed terms and conditions between the Client and the successful Tenderer, will be sent by the Client duly completed and signed to the successful Tenderer for signature within 7 (seven) days thereof, the successful Tenderer will sign the Contract and deliver it to the Client along with the Security Deposit in accordance with Clause 32. In case the successful Tenderer is a Consortium, the Lead Member of the Consortium shall execute the Contract Agreement,

**32. Security Deposit**

32.1 Within 14 (fourteen) days of the receipt of LOI from the Client and in pursuance to Clause 13.7, the successful Tenderer shall furnish the Security Deposit for the amount specified in accordance with the Special Conditions of Contract.

32.2 Failure of the successful Tenderer to comply with the requirement of ITT Clause 31.3 or and ITT Clause 32.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the Earnest Money Deposit.

## 33. Corrupt or Fraudulent Practices

As per the Government's policy the Tenderer(s)/ Suppliers/ Contractors are required to observe the highest standard of ethics during the procurement and execution of this contract. In pursuance of this policy, the Government:

(i) defines, for the purposes of this provision, the terms set forth as follows
   a. "**corrupt practice**" means the offering, giving, receiving or soliciting of anything of value to influence the action of the public official in the procurement process or in contract execution; and
   b. "**fraudulent practice**" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Procurement Entity, and includes collusive practice among the Tenderer(s) either prior to or after tender submission, designed to establish tender prices at artificial non-competitive levels and to deprive the Procurement Entity of the benefits of free and open competition;

(ii) in pursuance to this policy of Government, an action may be initiated by the Client to blacklist/debar the Tenderer(s) from participating in the Tender or executing the Contract if it is determined that the firm has engaged in corrupt or/and fraudulent practices in competing for, or in executing, this contract in question in accordance with provisions of KTTP Act & Rules and amendments thereto.

## SECTION III: FORMATS FOR SUBMISSION OF TENDERS

### Tech Form - 1 Letter of Tender

*[To be submitted on the letterhead of the Tenderer(s)]*

Dated:

To
**The Chief Traffic Manager (Com),**
Bengaluru Metropolitan Transport Corporation,
K H Road, Shanthinagar, Bengaluru – 560 027

**Sub**: **Tender for Selection of an Agency for providing Housekeeping Services and Operation & Maintenance of Passenger Toilet Blocks at Kengeri TTMC, Bengaluru**

1 With reference to your Tender document dated_____, I/We, having examined the Tender Documents and understanding their contents, hereby confirm that I/we have no reservations to the Tender Documents, including Addenda issued in accordance with Instructions to Tenderer(s) (ITT).

2 I/We acknowledge that the Client will be relying on the information provided in the Tender and the documents accompanying the Tender for selection of the Agency for the aforesaid Service, and we certify that all information provided therein is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying the Tender are true copies of their respective originals.

3 I/We shall make available to the Client any additional information/clarification it may find necessary or required to supplement or authenticate the Tender.

4 I/We acknowledge the right of the Client to reject our Tender without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account, whatsoever.

5 I/We declare that in the last 2 (two) years, we have neither failed to perform on any contract, as evidenced by imposition of a penalty by any procurement entity or by an arbitral or judicial pronouncement or arbitration award, nor been expelled from any service or contract by any public authority nor have any contract terminated by any procurement entity for breach on our part.

6 I/We declare that we do not have any conflict of interest and that we are not insolvent/bankrupt in according with Clause 4.1 of ITT, as defined in Clause 33 of the Tender document, in respect of any tender or Tender Document issued by or any agreement entered into with the Client or any other public sector enterprise or any Government, Central or State

7 I/We understand that you may cancel the selection process at any time and that you are bound neither to accept any Tender that you may receive nor to invite the Tenderer(s) to Tender for the Services, without incurring any liability to the Tenderer(s).

8 I/We believe that we satisfy the Eligibility Criteria and Qualification Criteria

(Technical Capacity and Financial Capacity) and meet(s) the requirements as specified in the Tender Document.

9 In the event of me/us being declared as the Successful Tenderer, I/we agree to enter into a Contract in accordance with the draft that has been provided by the Client. I/We agree not to seek any changes in the aforesaid draft Contract and agree to abide by the same.

10 I/We have studied all the Tender Documents carefully and also surveyed the site where the services are required to be provided. I/We understand that except to the extent as expressly set forth in the draft Contract, we shall have no claim, right or title arising out of any documents or information provided to us by the Client or in respect of any matter arising out of or relating to the selection process including the award of the Contract.

11 The documents comprising the Tender, as specified in Clause 11.1 of the Tender Document, have been submitted in the manner set out in the Tender Document.

12 I/We have been in similar business of providing housekeeping services for at least two years in last five financial years preceding the Last date for submission of Tenders.

13 I/ We declare that we/ any Member of the Consortium, are not a Member of a/ any other Consortium submitting the Bid

14 The Contract Price per month has been quoted by me after taking into consideration all the terms and conditions stated in the Tender Document; draft Contract, our own estimates of costs and revenues and after a careful assessment of the place where the services are required to be provided and all the conditions that may affect the provision of Services.

15 I/We agree and undertake to abide by all the terms and conditions of the Tender Document.

16 I/We shall keep this offer valid for 180 (One Hundred Eighty) days from the last date of submission of Tenders as specified in the Tender Document.

17 I/We certify that I/we have not been blacklisted/debarred by Procurement Entity, Central or State Government or any entity controlled by it, from participating in any Tender, for indulging in corrupt or fraudulent practices or deficiencies of services or for indulging in unfair trade practices or for any other reasons as on the last date for submission of Tenders.

18 I/We, the undersigned, offer to provide the above services at [Location] in accordance with your Tender Document dated [Date], and our Proposal (Technical Tender and Financial Tender).

19 I /We hereby offer and agree to provide the aforementioned Service for a Contract Price as provided by us in the Karnataka Public Procurement Portal.

20 I/We understand that the Contract Price for the Services is inclusive of cost of remuneration of the personnel, including wages, employer’s contribution of Provident Fund, ESI, statutory taxes, GST. There will not be any revision in the Service Fee during the Contract Period.

21 The quoted Contract Price shall be inclusive of all prevailing taxes, levies, cess and applicable taxes, if any, as applicable, for all activities provided under this tender. Tax

Deductible at Source (TDS) at the prevailing rates from time to time shall be deducted from Tenderer bills as per applicable law, and quoted rates shall be deemed to include this.

22 I /We agree to be bound by this offer if we are the Successful Tenderer for the aforementioned Service.

23 I/We shall comply with the all provisions of the below mentioned Acts and related rules and any other Act as applicable

- Contract Labour (Regulation & Abolition) Act, 1970
- The Employees' Compensation (Amendments) Act, 2000
- Provision of Hours of Employment Regulation Act (to be checked as it is for railways)
- Payment of Wages (Amendment) Act, 2005
- The Factories (Amendment) Act, 1987
- Employees Provident Fund & Miscellaneous Provisions Act, 1952
- Payment of Bonus Act, 1965
- Payment of Gratuity Act, 1972
- The Equal Remuneration Act, 1976
- The Employee State Insurance Act, 1948
- Industrial Disputes Act, 1947
- Child Labour (Prohibition & Regulation Act, 1986

In witness thereof, I/we submit this Tender under and in accordance with the terms of the Tender document.

Yours Faithfully,

**Date:** **(Signature of the Authorised Signatory)**

**Place:** **Name and seal of Tenderer**

## Format for Letter of Consortium

*(To be submitted by Lead member in case of Consortium)*

Dated:

To

**The Chief Traffic Manager (Com),**
Bengaluru Metropolitan Transport Corporation,
K H Road, Shanthinagar, Bengaluru – 560 027.

### Letter of Consortium

Dear Sir,

**Sub**: **Tender for Selection of an Agency for providing Housekeeping Services and Operation & Maintenance of Passenger Toilet Blocks at Kengeri TTMC, Bengaluru**

This has reference to the Tender Document No.___ dated ____ invited for the subject project. This is to confirm our exclusive association with M/s _____ [Name of the Other Member of Consortium] having its registered office at _____ for the same. We _____ [Name of the Lead Member] shall be the Lead Member of the Consortium and are authorised to receive all instructions and be accountable on behalf of the Consortium.

We also agree that both members of the Consortium shall be jointly and severally responsible for the execution of Services in case the project is awarded to the Consortium.

Thanking you,
Yours faithfully,

**Signature, Name and Designation of the Authorised Signatory**
**For and on behalf of_____**

## Tech Form – 2 Details of the Tenderer

*[To be submitted on the letterhead of the Tenderer]*

(In case of Consortium, the following information shall also be provided for each Member of the Consortium)

1. Agency Details
   (a) Name:
   (b) Country of incorporation:
   (c) Address of the office/corporate headquarters and its branch office(s), if any, in India:
   (d) Address of the office/ corporate headquarters or its branch office(s), in Karnataka:
   (e) Date of incorporation and/or commencement of business:
2. Bank Details
   (a) Name of the Holder
   (b) Bank Account No.
   (c) Name of the Bank
   (d) Branch Name
   (e) IFSC Code
3. Details of individual(s) who will serve as the point of contact/communication for the Client:
   (a) Name:
   (b) Designation:
   (c) Address:
   (d) Telephone Number:
   (e) E-Mail Address:
   (f) Mobile:
4. Particulars of the Authorised Signatory of the Tenderer:
   (a) Name:
   (b) Designation:
   (c) Address:
   (d) Telephone Number:
   (e) E-Mail Address:
   (f) Mobile:
5. The following information shall also be provided:

| No. | Criteria | Yes | No |
|---|---|---|---|
| 1. | Has the Tenderer been barred by Procurement Entity/ State Government, or any entity controlled by it, from participating in any Tender | | |
| 2. | If the answer to 1 is yes, does the bar subsists as on the date of submission of the Tender. | | |

6. A statement by the Tenderer disclosing material non-performance or contractual non-compliance in past Assignment, contractual disputes and litigation/ arbitration in the recent past is given below (Attach extra sheets, if necessary).

| Year | Name of Work/ Assignment | Name of Client with Contact details | Contract No. and Date | Value of Contract in INR | Date Completed | Nature of Litigation | Final Award |
|---|---|---|---|---|---|---|---|
| | | | | | | | |
| | | | | | | | |

7. I / We confirm that all the registrations submitted are under operation presently and shall be used for all related activities.

**Signature of Tenderer with Date and Official Seal**

**(Name and Designation)**
**Duly authorized to sign the Tender on behalf of**
**(Name & address of the Tenderer and Seal of the Company**

## Tech Form – 3 Technical Capacity of the Tenderer

*[To be submitted on the letterhead of the Tenderer]*
*(In case of Consortium, each member claiming Technical experience, should submit separately)*

| Sl No | Nature of Service (Housekeeping/ Manpower/ Security/ Others) | Place of Service | Name, Address & Telephone No: of the Client | Details of proof submitted (Work Order /Agreement/Completion certificate) | Number of personnel deployed for the service | Duration of Services Provided | | Amount of Contract (in INR Lakhs) |
|---|---|---|---|---|---|---|---|---|
| | | | | | | Start Date (Month/ Year) | Completion Date (Month/ Year) | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |

*[Insert as many rows as required for accommodating the Client list]*

**General Instructions:**

1. The Service cited must comply with the eligibility criteria specified in Clause 5.1 (A) of the ITT.
2. Along with the above format and information, the Tenders for demonstrating the Technical Capacity as provided in Clause 5.1 (A) of the ITT is required to submit the supporting documentary proofs as provided at **Tech Form- 9 for above details**.

**Format for Certificate from Statutory Auditor/ Chartered Accountant for Technical Capacity of the Tenderer**
*(To be submitted on the Letterhead of the Statutory Auditor)*

We have verified the relevant statutory and other records of M/s _____ [Name of the Tenderer], and certify that M/s _____ [Name of the Tenderer] has provided Housekeeping services/similar services for Government departments/agencies and companies mentioned in the below table

| Sl. No. | Name and Address of the Client | Contract Fee (INR) | Number of personnel deployed | Start Date (Month/ Year) | Completion Date (Month/ Year) |
|---|---|---|---|---|---|
| | | | | | |
| | | | | | |
| | | | | | |
| **Total number of personnel deployed in two years** | | | | | |

*[Insert as many rows as required for accommodating the Client list]*

This certificate is being issued to be produced before Chief Traffic Manager (Commercial), BMTC for the Selection of an Agency for providing Housekeeping Services and Operation & Maintenance of Passenger Toilet Blocks at Kengeri TTMC, Bengaluru.

**Place:** **Seal and Signature of the Statutory Auditor clearly**

**Date: indicating his/her membership number**

**Note:**

It may be noted that in the absence of any detail from the certificates, the information would be considered inadequate and could lead to exclusion of the relevant service in evaluation of experience criteria. The statutory auditor should clearly indicate the membership number assigned by the Institute of Chartered Accountants of India or equivalent organisation abroad.

## Tech Form - 4 Financial Capacity of the Tenderer

*[To be submitted on the letterhead of the Tenderer]*
[In case of Consortium, information to be provided only of the Lead Member]

| **Turnover in (INR Cr.)** | | | | | |
|---|---|---|---|---|---|
| **FY 2018-19** | **FY 2019-20** | **FY 2020-21** | **FY 2021-22** | **FY 2022-23** | *** Average Annual Turnover from FY_____ and FY_____** |
| | | | | | |

** Out of Five years, select any two years from which the average annual turnover is INR 1.00 Cr or above.*

**Instructions**:

1. The Tenderer should provide details of its own Financial Capacity duly certified by its Statutory Auditor / Chartered Accountant.
2. Year 1 will be the latest completed financial year, preceding the last date for submission of Tender. Year 2 shall be the year immediately preceding Year 1 and so on. In case the last date for submission of Tenders falls within three months of the close of the latest financial year, it shall ignore such financial year for the purposes of its Tender and furnish all its information and certification with reference to the five years preceding its latest financial year.
3. Along with the above format and information, the Tenderer(s) for demonstrating the Financial Capacity as provided in Clause 5 (B) of the ITT should furnish the supporting documentary proofs along with the Certificate from Statutory Auditor / Chartered Accountant for Financial Capacity of the Tenderer in the following format.

### Format for Certificate from Statutory Auditor/ Chartered Accountant for Financial Capacity of the Tenderer

*[To be submitted on the Letterhead of the Statutory Auditor/ Chartered Accountant]*

We have verified the relevant statutory and other records of M/s _____ [Name of the Tenderer], and certify that the Average Annual Turnover from FY_____ and FY_____in the last five completed financial Year is as follows:

| **Turnover in (INR Cr.)** | | | | | |
|---|---|---|---|---|---|
| **FY 2018-19** | **FY 2019-20** | **FY 2020-21** | **FY 2021-22** | **FY 2022-23** | *** Average Annual Turnover from FY_____ and FY_____** |
| | | | | | |

This certificate is being issued to be produced before Chief Traffic Manager (Commercial), BMTC for the Selection of an Agency for Providing Housekeeping Services and Operation & Maintenance of Passenger Toilet Blocks at Kengeri TTMC, Bengaluru.

**Place:**
**Date**

**Signature and Seal of the Statutory Auditor/Chartered Accountant clearly indicating his/her membership number**

## Tech Form - 5 Statement of Legal Capacity

*[To be provided on the letterhead of the Tenderer]*
*[In case of Consortium, to be submitted by the Lead Member only on the letter head]*

Ref. Date:

To,
**The Chief Traffic Manager (Commercial),**
Bengaluru Metropolitan Transport Corporation,
K H Road, Shanthinagar, Bengaluru – 560 027

Dear Sir,

**Sub**: **Tender for Selection of an Agency for providing Housekeeping Services and Operation & Maintenance of Passenger Toilet Blocks at Kengeri TTMC, Bengaluru**

We hereby confirm that we satisfy the terms and conditions laid out in the Tender Document.

We have agreed that …….. (Insert individual's name) will act as our representative and has been duly authorized to submit the Tender Document. Further, the authorised signatory is vested with requisite powers to furnish such letter and authenticate the same.

Thanking you,

Yours faithfully,

**Signature, Name and Designation of the Authorised Signatory**

**For and on behalf of_____**

## Tech Form – 6 Power of Attorney for Signing of Tender

(To be submitted by the Tenderer on 200 rupees Non-Judicial Stamp Paper)
*[In case of Consortium, to be submitted by the Lead Member only]*

Know all men by these presents, We, _____ (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorise Mr. / Ms (Name), son/daughter/wife of _____ and presently residing at _____, who is [presently employed with us and holding the position of _____], as our true and lawful attorney (hereinafter referred to as the "Attorney") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Tender for "**Selection of an Agency for providing Housekeeping Services and Operation & Maintenance of Passenger Toilet Blocks at Kengeri TTMC, Bengaluru**", proposed by the Chief Traffic Manager (Commercial), Bengaluru Metropolitan Transport Corporation (the "**Client**") including but not limited to signing and submission of all applications, Tenders and other documents and writings, participate in Tenderer's pre-bid conferences and providing information/responses to the Client, representing us in all matters before the Client, signing and execution of all contracts including the Contract and undertakings consequent to acceptance of our Tender, and generally dealing with the Client in all matters in connection with or relating to or arising out of our Tender for the said Service and/or upon award thereof to us and/or till the entering into the Contract with the Client.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE, _____, THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS _____ DAY OF _____, 20**.

For_____
(Signature)
(Name, Title and Address)

Witnesses:

Accepted [Notarised]
(Signature)
(Name, Title and Address of the Attorney)

*Notes:*
*The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*

*Also, wherever required, the Tenderer should submit for verification the extract of the charter documents and documents such as a board or shareholders' resolution/power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Tenderer.*

**Power of Attorney for Lead Member of Consortium**

*(To be executed and submitted by the member of the Consortium (in case of Consortium only on Stamp paper of appropriate value*

Whereas the Bengaluru Metropolitan Transport Corporation (**"Client"**) has invited Tenders from eligible parties for "Selection of an Agency for Providing Housekeeping Services *and Operation & Maintenance of Passenger Toilet Blocks at Kengeri TTMC, Bengaluru*" (the **"Project"**).

Whereas, ……., ……., and ……. (collectively the "**Consortium**") being Members of the Consortium are interested in bidding for the Project in accordance with the terms and conditions of the Tender document and other connected documents in respect of the Project,

AND
Whereas, it is necessary for the Members of the Consortium to designate one of them as the Lead Member with all necessary power and the Authority to do for and on behalf of the Consortium, all acts, Agreements and things as may be necessary in connection with the Consortium's Tender for the Project and its execution.

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS

We, ……. having our registered office at ……., and M/s. ……. having our registered office at ……., (hereinafter collectively referred to as the "**Principals**") do hereby irrevocably designate, nominate, constitute, appoint and authorize M/s ……. having its registered office at ……., being one of the Members of the Consortium, as the Lead Member and true and lawful attorney of the Consortium (hereinafter referred to as the "**Attorney**"). We hereby irrevocably authorize the Attorney (with power to sub-delegate) to conduct all business for and on behalf of the Consortium and any one of us during the bidding process and, in the event the Consortium is awarded the Service, during the execution of the Project and in this regard, to do on our behalf and on behalf of the Consortium, all or any of such acts, Agreements or things as are necessary or required or incidental to the pre-qualification of the Consortium and submission of its Tender[s] for the Project, including but not limited to signing and submission of all applications, Tenders and other documents and writings, participate in Pre-bid conferences, respond to queries, submit information/ documents, sign and execute contracts and undertakings consequent to acceptance of Tender of the Consortium and generally to represent the Consortium in all its dealings with the Client, and/ or any other Government Agency or any person, in all matters in connection with or relating to or arising out of the Consortium's Tender[s] for the Project and/ or upon award thereof till the Contract Agreement is entered into with the Client.

AND hereby agree to ratify and confirm and do hereby ratify and confirm all acts, Agreements and things lawfully done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, Agreements and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us/ Consortium.

IN WITNESS WHEREOF WE THE PRINCIPALS ABOVE NAMED HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS ..... DAY OF .....2024

For ..... (Signature) ..... (Name & Title)
For ..... (Signature) ..... (Name & Title)

Witnesses:

.....
(Executants)
(To be executed by all the Members of the Consortium)

***Notes:***

*The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*

*Also, wherever required, the Tenderer should submit for verification the extract of the charter documents and documents such as a board or shareholders' resolution/power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Lead Member.*

## Tech Form – 7 Undertaking

*[To be typed on the Tenderer(s) / Lead Member's Letter Head, duly signed & stamped]*

**Sub**: **Selection of an Agency for providing Housekeeping Services and Operation & Maintenance of Passenger Toilet Blocks at Kengeri TTMC, Bengaluru**

### UNDERTAKING

I/We_____ [mention the name of the Tenderer / Lead Member of the Consortium] do hereby confirm/agree the following points with reference to the above Housekeeping Services, if the Letter of Intent is provided to us.

1 I/ We do hereby confirm/ agree that we will pay (i) the minimum wages (minimum basic wages + minimum DA) to all the personnel engaged (Un Skilled / Semi Skilled / Skilled /Supervisor category) by us in the above contract as per the agreed rates in the Financial Tender and the Karnataka Government Minimum Wages Act - 1948 & also as per any revisions made by the State Government from time to time. No illegal deductions shall be made by us from the remuneration payable.

2 ESI, PF (both Employer and Employee contributions) amounts will be remitted for total wages to be paid as mentioned in point 1 above and relevant challans shall be produced along with our invoices for all the respective personnel engaged for the above services.

3 The Service Fee quoted in the Financial Tender of the Contract will remain fixed/firm throughout the entire Contract period.

4 I/We, the contractor, will disburse the salary/wages to all the personnel engaged in the contract ONLY through nationalized banking channel to their respective accounts. No other mode of payment (hand payment / account transfer as advance payment or any other) is acceptable as salary. The relevant Bank statement / proof for Bank payment will also be produced along with PF and ESI challans to the Client every month for processing our invoices for payment.

5 I/We will pay the previous month salary in full to the personnel deployed under the Contract along with the statutory payments before 7th of every month and will not adjust any advance/ loan /training cost / accommodation cost / repayment due by the personnel deployed under the Contract to us.

6 In case we fail to pay the minimum wages to all the personnel engaged in the contract which includes Minimum wages, ESI and PF (both Employee and Employer contributions) for every month, the Client has the right to recover from the outstanding payments to us either under this Contract or in any other Contract(s) or from Security Deposit or from both. In case this amount is insufficient for such recoveries, we shall make good the balance amount by actual payment. In addition, the Client may recover the said amounts through other running contracts.

7 I/We, the Contractor shall not be entitled to claim any amounts towards cost of idle manpower/personnel.

8 I/We, the Contractor shall submit proper invoice to the Client on monthly basis before 10th of every month after disbursement of the previous month salary/wages and remittance of ESI, PF (both Employer and Employee contributions) amounts to all the personnel's engaged in the contract.

9 The Remuneration shall be reimbursed by the Client on production of proof of payment to the concerned personnel and statutory payments (ESI,EPF,PT) to the Government, after exercising all due checks as per the terms and conditions of the Contract.

10 I/We the Contractor shall while claiming reimbursement of duties, taxes etc.(like GST) from the Client, as and if permitted under the contract, also agree and confirm that in case we get any refund out of such taxes and duties from the concerned authorities at a later date, We shall refund to the Client, the Client's share out of such refund received by us. We shall also refund the appropriate amount to the Client immediately on receiving the same from the concerned authorities.

11 I/We hereby undertake that at any given point of time we shall have minimum 75% of our staff from Karnataka.

Yours Faithfully,

**Date:** **(Signature of the Authorised Signatory)**

**Place:** **Name and seal of Tenderer**

## Tech Form – 8 List of Consumables required per month

The Tenderer shall provide a list of consumables such as brooms, brushes, cleaners etc., required per month for providing the Housekeeping Services and cleaning of Passenger Toilet Blocks as per the scope of services. The Tenderer(s) are required to provide in the below format the list of consumables with consumable name, brand name and approximate quantity required per month. Only eco-friendly and ISI marked products will be permitted to be used.

| SL No. | Consumables | Brand | Qty (Nos.) |
|---|---|---|---|
| | | | |
| | | | |
| | | | |

## Tech Form – 9 Checklist of Documents

| Sl No | Reference Clause | Heading | Documentary Proofs | Submitted YES/NO |
|---|---|---|---|---|
| 1 | 4.2 (a) | Legal Status of the Tenderer | Certificate of incorporation and MOA to be provided | |
| 2 | 4.2 (c) | Details of Registered/Branch Office of the Tenderer in Bengaluru, Karnataka | Furnish a copy of a valid address viz., rental/lease agreement, telephone bills or any other documentary proof to substantiate the same. | |
| 3 | 4.2 (d) | Providing similar business | Two years work orders/Agreements/ performance satisfactory certificate should be uploaded | |
| 4 | 4.2 (e) | Details of Registration | Furnish a copy of the following valid registration certificate issued by the concerned authority<br>a. Registration with the Department of Labour.<br>b. Registration under Employees' Provident Funds and Miscellaneous Provident Act, 1952.<br>c. Registration under Employees State Insurance Act, 1948.<br>d. Registration under GST Registration.<br>e. Registration under Professional Tax.<br>f. Registration under the Shops and Commercial Establishments Act.<br>g. Permanent Account Number (PAN) | |
| 5 | 4.2 (f) | Valid license issued by the Labour Department under Contract Labour (Regulation & Abolition) Act, 1970 | Furnish a self-attested copy of valid license | |
| 6 | 4.3 (g) | No outstanding statutory payments | Furnish proof of remittance of EPF, ESI and PT deductions made towards employee’s and | |

| | | | | |
|---|---|---|---|---|
| | | | employer's contribution of EPF and ESI for the last six months. | |
| 7 | 5 (A) | Technical Capacity Demonstration | Furnish a copy of the following documents<br>Chartered Accountant/ Statutory Auditor's certificate certifying the total number of personnel deployed in any two Financial Years out of last 5 financial years in the format provided at **Tech Form-3**<br>Work Order/ Agreement/ Completion Certificate | |
| 8 | 5 (B) | Financial Capacity Demonstration | Furnish a copy of the following documents<br>a) Audited balance sheets, financial statements for the financial year immediately preceding the last date for submission of Tenders<br>b) Annual Audited Reports for 5 (Five) years preceding the last date for submission of Tenders. The financial statements shall:<br>i. reflect the financial situation of the Tenderer;<br>ii. be audited by a Statutory Auditor/ Chartered Accountant;<br>iii. be complete, including all notes to the financial statements; and<br>iv. correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).<br>c) Chartered Accountant/ Statutory Auditor's certificate certifying the average annual turnover for any two years out of the last five Financial Years in the format provided at **Tech Form-4**. | |
| 9 | | List of cleaning materials and equipment required | The list of cleaning materials, Tools, cleaning solutions etc required for carrying out the entire house keeping services with approximate quantity, and brand name necessary for the Services must be uploaded in | |

| | | | | |
|---|---|---|---|---|
| | | | the format provided at **Tech – Form 8**. | |
| 10 | | All Tech Forms 1 to 9 and other supporting documents | All Tech Forms and other required supporting documents as mentioned in the tender document. | |

## Fin Form - Format for Financial Tender

*(To be submitted in the slot made available in the Karnataka Public Procurement Portal)*

1. The Tenderer(s) are required to submit the financial tender in terms of lump sum per month for the whole services as described in Clause 1 of the ITT in the slot provided on the Karnataka Public Procurement Portal.
2. The breakup of the total Contract Price shall be provided considering the following table in the slot of Karnataka Public Procurement Portal .

| **Remuneration to Housekeeping & Toilet Cleaning Staff** | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|
| Sl No | Category of Housekeeping/ & Toilet Cleaning Personnel | Number of Personnel required | Basic + VDA per month per Personnel (as per Minimum Wages Act) (in INR) | Employers Contribution of PF per month per Personnel (in INR) | Employers Contribution of ESI, per month per Personnel (in INR) | Gross Remuneration per month per personnel (Column 4+5+6) (in INR | Employee Contribution of PF, for Remuneration per month per personnel (in INR) | Employee Contribution of ESI per month per Personnel (in INR) | Total ESI and EPF to be paid per Personnel to the concerned Authorities | Net Remuneration payable to the Personnel per month (Column 7-10) (in INR | Total Remuneration payable (Column 3 X 7) (in INR) |
| (1) | (2) | (3) | (4) | (5) | (6) | (7) | (8) | (9) | (10) | (11) | (12) |
| 1 | | | | | | | | | | | |
| 2 | | | | | | | | | | | |
| 3 | | | | | | | | | | | |
| | Total | Xxx | xxx | Xxx | Xxx | Xxx | | xxx | xxx | | |
| I | **Remuneration for all Housekeeping & Toilet Cleaning Personnel per month** | | | | | | | | | | **A** |
| II | **Service Fee for providing managerial/supervisory/administrative services through deployment of Housekeeping & Toilet Cleaning Personnel including consumables and all equipment/tools/ machinery required to undertake the Services** | | | | | | | | | | |
| | **Service Fee per month** (in INR) | | | | | | **B** | | | | |
| III | Total Remuneration & Service Fee per month | | | | | | **A+B** | | | | |
| IV | GST (@ %) | | | | | | **C** | | | | |
| V | **Total Contract Price per month** | | | | | | **A+B+C** | | | | |

**Note:**

1. GST shall be paid at the applicable rates.
2. If there is any variation (increase /decrease) in the rates of GST during the Contract Period, the same will be considered while making the payments.
3. The Total Contract Price per month i.e., (**A+B+C**) as quoted in the above table by the Contractor will be considered for the purpose of evaluation. The Tenderer(s) should consider the revenue from collection of user fee from the users of passenger Toilet Blocks while quoting the Contact Price.
4. The Contract Price quoted by the Tenderer shall be inclusive of all levies, taxes, duties, overheads and incidental services and including GST for the whole services as described in Clause 1 of the ITT.
5. The Contract Price has to be quoted rounding off to nearest two decimal places only so as to match the total amount or closest to the total amount.
6. Submission of “Nil” Service Fee, Negative Fee/ shall be rejected as non-responsive.
7. Before submission of the Financial Tenders, the Tenderer should ensure that the Contract Price quoted is correct and final. Any grievances at the later stage giving the reasons of typographical error etc will not be entertained.
8. The Contract Price quoted on the Karnataka Public Procurement Portal shall be final and the Client shall evaluate the Tenders accordingly.

**Note: The Financial Proposal form FIN FORM shall not be uploaded on the Karnataka Public Procurement portal. However, the same would need to be submitted by the Selected Tenderer to the Client on issue of LoI that shall form a part of Schedule E of the Contract to be executed with the Client.**

## SECTION IV: GENERAL CONDITIONS OF CONTRACT (GCC)

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## FORM OF CONTRACT

This CONTRACT (hereinafter called the "Contract") is made on the _____ day of the month of _____, 20___.

BY AND BETWEEN

Bengaluru Metropolitan Transport Corporation having their office at Traffic & Transit Management Centre, K H Road, Shantinagar, Bengaluru - 560027 (hereinafter referred to as “BMTC” or the “Client”) represented by Chief Traffic Manager (Com) which shall, unless it be repugnant to the subject or context thereof, include its successors and permitted assigns) of the ONE PART;

AND

M/s. _____, having its registered office at _____ OR the Consortium of M/s. _____, having its registered office at _____ (Lead Member) M/s. _____, having its registered office at _____ (Other Member) [ in case of Consortium] (hereinafter referred to as **“Contractor”**) represented by *[Name of the Authorized Signatory], [Designation]* which expression shall, unless it be repugnant to the subject or context thereof, mean and include its successors and permitted assigns) of the OTHER PART;

(The Client and the Contractor are hereinafter collectively, as the context may permit, referred to as the “Parties” and individually as the “Party”.)

WHEREAS

a. the Client has invited the Contractor to provide Housekeeping services and operations and maintenance of toilet blocks as defined in the General Conditions of Contract attached to this Contract (hereinafter called the "Services");
b. the Contractor, having represented to the Client that they have the required professional skills, and personnel and technical resources, have agreed to provide the Services on the terms and conditions set forth in this Contract for a total Contract Price Per Month of INR.____/- ( Rupees _____Only) as set out in **Schedule D** (hereinafter called as the “Contract Price”);

NOW THEREFORE the parties hereto hereby agree as follows:
The following documents attached hereto shall be deemed to form and be read and construed an integral part of this Contract:

a. The General Conditions of Contract (hereinafter called "GCC");
b. The Special Conditions of contract (hereinafter called "SCC");
c. The following Appendices:
   Schedule A: Scope of Services
   Schedule B: Reporting Requirements
   Schedule C: Working Hours, Leave Benefits
   Schedule D: Breakdown of Contract Price
   Schedule E: Notification of Award and Letter of Acceptance
   Schedule F: Any modification, addendum, pre-bid meeting proceedings

The mutual rights and obligations of the Client and the Contractor shall be as set forth in the Contract, in particular:

a. The Contractor shall carry out the Services in accordance with the provisions of the Contract; and
b. The Client shall make payments to the Contractor in accordance with the provisions of the Contract.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

FOR AND ON BEHALF OF BMTC
By _____
(Signature and Designation of the Authorized Representative of the Client)

FOR AND ON BEHALF OF [NAME OF CONTRACTOR]
By _____
(Signature and Designation of the Authorized Representative of the Contractor)

## GENERAL CONDITIONS OF CONTRACT

### 1. General Provisions

#### 1.1 Definitions

Unless the context otherwise requires, the following terms wherever used in this Contract have the following interpretation as specified:

a) "**Applicable Law**" means the laws and any other instruments having the force of law in India, as they may be issued and in force from time to time;

b) **"Consortium"** means the entities constituting a consortium (the "Consortium") for the purposes of jointly participating in the bidding process and execution of the Services

c) "**Contract**" means the Contract signed by the Parties, to which these General Conditions of Contract (GCC) are attached, together with all the documents listed in Clause 1 of such signed Contract;

d) "**Contract Price**" means the price to be paid for the full and proper performance of the Services, in accordance with Clause 6.2;

e) "**Effective Date**" means the date on which this Contract comes into force and effect pursuant to Clause GCC 2.1

f) "**GCC**" means these General Conditions of Contract;

g) "**Government**" means the Government of Karnataka State;

h) **"Lead Member"** means the Member of the Consortium who represents the Consortium;

i) "**Local currency**" means Indian Rupees or INR;

j) **"Other Member"** means the other member of the Consortium;

k) "**Party**" means the Client or the Contractor, as the case may be, and Parties means both of them;

l) "**Personnel**" means persons hired by the Contractor as employees and assigned to the performance of the Services or any part thereof;

m) "**SCC**" means the Special Conditions of Contract by which these General Conditions of Contract may be amended or supplemented;

n) "**Security Deposit**" means a monetary guarantee to be furnished by the successful Tenderer or Contractor in the form prescribed for the due performance of the contract;

o) "**Services**" means the services to be provided by the Contractor in pursuant to this Contract as described in Schedule A;

p) "**Service Fee**" means the fee chargeable by the Contractor for providing managerial/supervisory/administrative services through deployment of Housekeeping & Toilet Cleaning Personnel including consumables and all equipment/tools/ machinery required to undertake the Services.

q) "**Site**" means the place of Service mentioned in the SCC;

r) "**State**" means the State of Karnataka and

s) '**Third party**" means any person or entity other than the Government, the Client and the Contractor.

t) **"User Fee"** means the Fee the Contractor is authorised by the Client to collect from the users of Passenger Toilet Blocks as detailed in the scope of services at Kengeri TTMC.

### 1.2 Application

These General Conditions shall apply to the extent they are not superseded by provisions in other parts of the Contract.

### 1.3 Law Governing the Contract

This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law.

### 1.4 Language

This Contract has been executed in English language, which shall be the binding and controlling language for all matters relating to the meaning or interpretation or correspondences pertaining to this Contract.

### 1.5 Notices

Any notice, request or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, or email to such Party at the address specified in the SCC.

### 1.6 Location

The Services shall be performed at such locations as are specified in SCC and, where the location of a particular task is not so specified, at such locations, whether in Karnataka or elsewhere, as the Client shall inform.

### 1.7 Authorized Representatives

Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Client or the Contractor, may be taken by the officials specified in the SCC.

### 1.8 Taxes and Duties

The Contractor and their Personnel shall pay such taxes, duties, fees and other impositions as may be levied under the Applicable Law, the amount of which is deemed to have been included in the Contract Price.

### 1.9 Non-waiver

a. Subject to Clause 1.9 (b) below, no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Contract, neither shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.

b. Any waiver of a party's rights, powers, or remedies under the Contract must be in writing, dated, and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.

### 1.10 Severability

If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.

## 2. Commencement, Completion, Modification and Termination of Contract

### 1.11 Effectiveness of Contract

This Contract shall come into effect on the date the Contract is signed by both Parties or such other later date as may be stated in the SCC.

### 1.12 Commencement of Services

The Contractor shall begin carrying out the Services within seven (7) days after the date the Contract becomes effective, or at such other date as may be specified in the SCC.

### 1.13 Expiration of Contract

Unless terminated earlier pursuant to Clause 2.7, this Contract shall terminate at the end of such time period after the Effective Date as is specified in the SCC.

### 1.14 Modification

Modification of the terms and conditions of this Contract, including any modification of the scope of the Services or of the Contract Price, shall only be made by written agreement between the Parties.

### 1.15 Force Majeure

1.15.1 Definition

For the purposes of this Contract, "**Force Majeure**" means an event which is beyond the reasonable control of a Party, and which makes a Party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances. Such events may include but not limited to acts of the Client either in its sovereign or agreement capacity, war, hostilities, acts of the public enemy, sabotage, riots, civil disorder, earthquake, floods, fire, explosion, storm, revolution, epidemic, pandemic, quarantine restrictions and freight embargoes or other extreme adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by government agencies.

1.15.2 No Breach of Contract

The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under this Contract insofar as such

inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

1.15.3 Extension of Time

Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

1.15.4 Payments

During the period of their inability to perform the Services as a result of an event of Force Majeure, the Contractor shall be entitled to continue to be paid under the terms of this Contract, However, the payment during this period shall be limited to the remuneration payable to the Housekeeping & Toilet Cleaning staff.

## 1.16 Suspension

The Client may by written notice of suspension to the Contractor, suspend all payments to the Contractor hereunder if the Contractor fail to perform any of their obligations under this contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Contractor to remedy such failure within a period not exceeding thirty (30) days after receipt by the Contractor of such notice of suspension.

## 1.17 Termination

1.17.1 By the Client

The Client may terminate this Contract, by not less than 30 (thirty) days' written notice of termination to the Contractor, to be given after the occurrence of any of the events specified in paragraphs (a) through (g) of this Clause 2.7.1 duly mentioning the date of effect of termination:

a. if the Contractor do not remedy a failure in the performance of their obligations under the Contract, within thirty (30) days of receipt after being notified or within such further period as the Client may have subsequently approved in writing;
b. if the Contractor, is blacklisted/debarred under the KTPP Act and the Rules thereunder for corrupt or fraudulent practices in competing for or in executing the Contract.

   For the purpose of this clause:

   "**corrupt practice**" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution and

   "**fraudulent practice**" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Procurement Entity , and includes collusive practice among Tenderer(s) either prior to or after tender submission, designed to establish tender prices at artificial non-competitive levels and to deprive the Client of the benefits of free and open competition.
c. if the Contractor fails to make the payments as per the agreed rates within the specified timelines to the personnel deployed under this contract.

d. if the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.
e. if the Contractor (or any of their Members) become insolvent or bankrupt;
f. if, as the result of Force Majeure, the Contractor are unable to perform a material portion of the Services for a period of not less than ninety (90) days; or
g. if the Contractor is a company being wound up voluntarily or by order of a Court or a Receiver, Liquidator or Manager on behalf of the Debenture-holders is appointed, or circumstances shall have arisen which entitle the Court or Debenture-holders to appoint a Receiver, Liquidator or Manager.

1.17.2 By the Contractor

The Contractor may terminate this Contract, by giving not less than 90 (ninety) days' written notice to the Client, such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (c) of this Clause 2.7.2:

a. If the Client is in material breach of its obligations pursuant to this Contract and has not remedied the same within 45 (forty-five) days (or such longer period as the Contractor may have subsequently approved in writing) following the receipt by the Client of the Contractors' notice specifying such breach;
b. if, as the result of Force Majeure, the Contractor are unable to perform a material portion of the Services for a period of not less than 90 (ninety) days.

1.17.3 Cessation of Rights and Obligations

Upon termination of this Contract pursuant to Clause GCC 2.7, or upon expiration of this Contract pursuant to Clause GCC 2.3, all rights and obligations of the Parties hereunder shall cease, except:

i. such rights and obligations as may have accrued on the date of termination or expiration;
ii. the obligation of confidentiality set forth in Clause GCC 3.3 hereof;
iii. any right which a Party may have under the Applicable Laws of India.

1.17.4 Cessation of Services

Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GCC 2.7.1 or GCC 2.7.2 hereof, the Contractor shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Contractor and equipment and materials furnished by the Client, the Contractor shall proceed as provided, respectively, by Clauses GCC 3.5.

1.17.5 Payment upon Termination

Upon termination of this Contract pursuant to Clauses 2.7.1 (e) to (g) or 2.7.2, the Client shall make the payments to the Contractor towards the Services satisfactorily performed prior to the effective date of Termination and release the Security Deposit amount without any interest within of 6 (six) months from the effective date of Termination.

In case of termination of this Contract pursuant to Clause 2.7.1 (a) to (d), the Client shall not be liable to make any payments to the Contractor and the Client shall forfeit the Security Deposit and appropriate the Security Deposit amount.

1.17.6 Disputes about Events of Termination

If either Party disputes whether an event specified in paragraphs (a) to (c) of Clause GCC 2.7.1 or in Clause GCC 2.7.2 hereof has occurred, such Party may, within forty-five (45) days after receipt of notice of termination from the other Party, refer the matter to the appropriate authority pursuant to Clause GCC 8 hereof, and this Contract shall not be terminated on account of such event except in accordance with the terms of any resulting judicial award.

1.17.7 Termination for Insolvency

The Client may at any time terminate the Contract by giving written notice to the Contractor, if the Contractor become bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Contractor, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Client.

1.17.8 Termination for Convenience

The Client, by written notice sent to the Contractor, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Client's convenience, the extent to which performance of the Contractor under the Contract is terminated, and the date upon which such termination becomes effective.

## 3. Obligations of the Contractors and the Client

### 1.18 General Obligations of the Contractor

a. The Contractor shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe methods. The Contractor shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Client, and shall at all times support and safeguard the Client's legitimate interests in any dealings with third parties.
b. Licenses/permits/ approvals if any required for providing Services will be procured by the Contractor and kept valid.
c. The Contractor shall deploy one personnel along with login id and password to assist the Client in online verification of the payment done towards statutory payments like ESI, EPF etc made to the concerned statutory authorities. Immediately on receipt of Work Order/Letter of Intent, the Contractor should furnish the list of names of supervisors / workers / personnel deployed under the Contract along with the Bio-data and photographs to the Client with proper certification that they are satisfied with their bona fides and their necessary verification has been done from proper authorities.
d. The Tenderer/Contractor shall get the UAN number for all the personnel deployed under the Contract within 90 days from the deployment of such personnel in respect of EPF.

e. The Contractor shall issue the ESI cards to all the deployed personnel under this Contract within 90 days from their deployment.
f. Immediately on receipt of Work Order/Letter of Award, the Contractor should furnish the list of names of workers/employees, supervisors with the Bio-data along with photo of all persons to be deployed under this Contract to the Client with proper certification that they are satisfied with their bona fides and their necessary verification has been done from proper authorities.
g. The Contractor shall ensure that the Passenger Toilet Blocks are not used for any other activity/business not related to the Services.
h. The Contractor shall ensure no Prohibited Activities as per the prevailing Applicable Laws, rules and regulations shall be carried out.
i. The Contractor shall pay all taxes, service charges and charges direct or indirect incidental thereof, including utility charges relating to the execution of the Contract and Operation & Maintenance of the Passenger Toilet Blocks.
j. The Contractor shall operate, manage & maintain the Passenger Toilet Blocks as per Scope of Work set out at Schedule A of this Contract throughout the Contract Period. If the service level falls below the agreed minimum benchmark, the Client will treat it as an Event of Default by the Contractor and the Client may invoke the penalty clause or terminate the Contract in accordance with the provisions of this Contract.
k. The Contractor shall be responsible for all the security, cleanliness and safety aspects of the Toilet Blocks throughout the Contract Period.
l. The Contractor shall Pay all utility charges (including electricity & water consumption or any other charges, if applicable) relating to the successful operation and maintenance of the Passenger Toilet Blocks.
m. The Contractor shall ensure that there will not be any employment of children during the Contract Period for the purpose of operation and maintenance of the Passenger Toilet Blocks or any work that deprives children of their childhood, interferes with their ability to attend regular school, and that is mentally, physically, socially or morally dangerous and harmful.
n. The Contractor shall maintain and/or repair the Passenger Toilet Blocks or any part thereof in conformity with the operation & maintenance requirements of this Contract Agreement. The Contractor shall carry out repair, restoration or re-instatement to the extent possible in such manner that the Passenger Toilet Blocks after such repair, restoration or re-instatement be as far as possible in the same condition as it were prior to such damage or destruction, normal wear and tear excepted.
o. The Contractor must proactively keep the Client informed of any changes in its constitution/financial stakes/responsibilities during the execution of the contract. Where the contractor is a partnership firm, the following restrictions shall apply to changes in the constitutions during the execution of the contract:
    i. A new partner shall not be introduced in the firm except with the previous consent in writing of the Client, which shall be granted only upon execution of a written undertaking by the new partner to perform the contract and accept all liabilities incurred by the firm under the contract before the date of such undertaking

ii. On the death or retirement of any partner of the contractor firm before the complete performance of the contract, that partner shall continue to liable under the contract for acts of the firm until a copy of the public notice given by him under Section 32 of the Partnership Act, has been sent by him to the Client in writing or electronically.

## 1.19 Conflict of Interest

1.19.1 Contractor Not to Benefit from Commissions, Discounts, etc.

The payment to the Contractor pursuant to Clause 6 shall constitute the Contractors' sole remuneration in connection with this Contract or the Services, and the Contractor shall not accept for their own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Contractor shall use their best efforts to ensure that the Personnel's/staffs, and agents of either of them, similarly shall not receive any such additional remuneration.

1.19.2 Procurement Rules of Funding Agencies

If the Contractor, as part of the Services, have the responsibility of advising the Client on the procurement of goods, works or services, the Contractor shall comply with any applicable procurement guidelines of the funding agencies and shall at all times exercise such responsibility in the best interest of the Client. Any discounts or commissions obtained by the Contractor in the exercise of such procurement responsibility shall be for the account of the Client.

1.19.3 Contractor and Affiliates Not to engage in certain Activities

The Contractor agrees that, during the term of this Contract and after its termination, the Contractor and their affiliates, as well as any of its affiliates, shall be prohibited from providing goods, works or services (other than the Services and any continuation thereof) for any assignment resulting from or closely related to the Services.

1.19.4 Prohibition of Conflicting Activities

Neither the Contractor nor the Personnel shall engage, either directly or indirectly, in any of the following activities:

a. during the term of this Contract, any business or professional activities which would conflict with the activities assigned to them under this Contract; or
b. after the termination of this Contract, such other activities as may be specified in the SCC.

## 1.20 Confidentiality

The Contractor, and the Personnel of either of them shall not, either during the term or within two (2) years after the expiration of this Contract, disclose any proprietary or confidential information relating to the Assignment, the Services, this Contract, or the Client's business or operations without the prior written consent of the Client.

## 1.21 Insurance to be taken out by the Contractor

The Contractor (a) shall take out and maintain, and shall cause to take out and maintain, at their (or the Subcontractors', as the case may be) own cost but on terms and conditions approved by the Client, insurance against the risks, and for the coverage, as shall be specified in the SCC or any applicable law including Labour Laws; and (b) at the Client's request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums have been paid.

### 1.22 Accounting, Inspection and Auditing

The Contractor (i) shall keep accurate and systematic accounts and records in respect of the Services, hereunder, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify all relevant time charges and cost, and the bases thereof (including such bases as may be specifically referred to in the SCC); (ii) shall permit the Client or its designated representative periodically, and up to one year from the expiration or termination of this Contract, to inspect the same and make copies thereof as well as to have them audited by auditors appointed by the Client.

### 1.23 Reporting Obligations

The Contractor shall submit to the Client the reports and documents specified in Schedule B in the form, in the numbers, and within the periods set forth in the said Schedule B.

### 1.24 Documents Prepared by the Contractor to Be the Property of the Client

All reports and other documents submitted by the Contractor in accordance with Clause 3.6 shall become and remain the property of the Client, and the Contractor shall, upon termination or expiration of this Contract, deliver all such documents to the Client, together with a detailed inventory thereof. The Contractor may retain a copy of such documents. Restrictions about the future use of these documents, if any, shall be specified in the SCC.

## 4. Contractors' Personnel

### 1.25 Description of Personnel

The titles, agreed job descriptions, minimum qualifications and other requirement relating to the Contractors' Personnel required to be deployed by the Contractor for carrying out of the Services are described in Schedule C.

### 1.26 Working Hours, Overtime, Leave, etc.

a. Working hours and holidays for Contractor's Personnel are set forth in Schedule C.
b. The Contractor's Personnel shall not be entitled to be paid for overtime nor to take paid sick leave or vacation leave except as specified in Schedule C hereto, and except as specified in such Schedule, the Contractor's Contract Price shall be deemed to cover these items. Any taking of leave by Personnel shall be subject to the prior approval by the Contractor who shall ensure that absence for leave purposes will not affect the continuity of Services.

### 1.27 Relation between the Parties and the Personnel

a. Nothing contained herein shall be construed as establishing a relation of master and servant or of agent and principal as between the Client and the Contractor. The Contractor's status shall be that of an independent contractor and primary employer if personnel deployed during the Contract by him or his sub-contractors or other associates. The Contractor, his/her employees, agents, and subcontractors performing under this Contract are not employees or agents of the procuring organisation or Procuring Entity/Client or Central or State Government or their agencies/ Enterprises, simply by Services delivered under this Contract. The Contractor shall, subject to this Contract, have complete charge of Personnel performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.
b. The Personnel provided by the Contractor shall not claim any benefit/compensation/absorption/ regularization of service from the Client under the provision of Industrial Disputes Act, 1947 or Contract Labour (Regulation & Abolition) Act 1970.

### 1.28 Indemnity

The Contractor has to indemnify the Client, against all claims, damages or compensation by Personnel under the provisions of Labour laws in force from time to time including Payment of Wages Act, 1936; Minimum Wages Act, 1948; Employer's Liability Act, 1938; the Workman Compensation Act, 1923; Industrial Disputes Act, 1947; Maternity Benefit Act, 1961; Bonus Act; Contract Labour (R & A) Act 1970, Karnataka Shops and Establishments Act or any modification thereof or any other law pertaining to Social Security benefits such as ESI Act & P.F. Act, Bonus Act etc. The Client will not own any responsibility in this regard. The Contractor will be liable for any consequences resulting from violation of any such rule / provision.

## 5. Obligations of the Client

### 1.29 Assistance and Exemptions

Unless otherwise specified in the SCC, the Client shall use its best efforts to ensure that it shall:

a. issue to its officials, agents and representatives all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services;
b. assist the Contractor and the Personnel employed by the Contractor for the Services from any requirement to register or obtain any permit to practice their profession or to establish themselves either individually or as a corporate entity according to the Applicable Law;
c. provide to the Contractor and Personnel any such other assistance as may be specified in the SCC.

### 1.30 Services and Facilities

The Client shall make available to the Contractor and the Personnel, for the purposes of the services and free of any charge, the services, facilities and property at the times, provided that if such services, facilities and property shall not be made available to the Contractor as and when so specified, the Parties shall agree on (i) any time extension that it may be appropriate to grant to the Contractor for the performance of the Services, (ii) the manner in which the Contractor shall

procure any such services, facilities and property from other sources, and (iii) the additional payments, if any, to be made to the Contractor as a result thereof at the cost determined by the Client.

### 1.31 General Obligations

i. The Client shall grant in a timely manner all such approvals, permissions and authorizations which the Contractor may require or is obliged to seek from Client under this Contract, in connection with provision of Services and the performance of its obligations. Provided where authorization for availment of utilities such as power, water, sewerage, telecommunications or any other incidental services/utilities is required, the same shall be provided by the Client, within a reasonable time from receipt of request from the Contractor to make available such authorization.
ii. The Client shall make timely payment to the account of the Contractor on a monthly basis in the manner stated in the SCC.
iii. The Client may require the Contractor to attend a review meeting, wherein a review of Services could be done. The responsibility of the Parties for actions to be taken is to be decided by the Client either at the review meeting or after the review meeting and communicating in writing to the Contractor.
iv. Electricity and water required for carrying out the house keeping operations only shall be made available free of cost to the extent possible to the Contractor
v. Provide space for a store room to the contractor to store all their liveries, materials, equipment etc.

## 6. Payment to the Contractor

### 1.32 Lump Sum Contract Price

The Contractor’s total payment shall not exceed the Contract Price and shall be a fixed lump sum including remuneration towards personnel deployed, related statutory payments and all other costs incurred by the Contractor in carrying out the Services described in **Schedule A**. Except as provided in Clause 6.2 and subject to modification in the minimum wages under the Applicable Law, the Contract Price may only be increased above the amounts stated in clause 6.2 if the Parties have agreed to additional payments in accordance with Clause 2.4 However, the Service Fee of the Contractor shall be fixed.

If any amount is due and payable by the Contractor to the Client, the Client shall be entitled to recover it from the monthly Contract Price

### 1.33 Contract Price

The Contract price is set forth in the SCC.

### 1.34 Payment for Additional Services

For the purpose of determining the payment for additional services as may be agreed under Clause 2.4, a breakdown of the Contract Price shall be as provided in Schedule D.

### 1.35 Terms and Conditions of Payment

Payments will be made to the account of the Contractor and on monthly basis in the manner stated in the SCC. Payment shall be made after the conditions listed in

the SCC for such payment have been met, and the Contractor have submitted an invoice to the Client specifying the amount due.

If any amount is due and payable by the Contractor to the Client, the Client shall be entitled to recover any amount due under this Contract as arrears of land revenue.

**7. Security Deposit**

The Contractor has furnished to the Client a Security Deposit for an amount stated in the SCLA of this Contract. The Client will refund the Security Deposit without any interest within of 6 (six) months after the expiry of this Contract..

**8. Settlement of Disputes**

**1.36 Amicable Settlement**

The Parties shall use their best efforts to settle amicably all disputes excluding the excepted matters specified in the SCC arising out of or in connection with this Contract or its interpretation.

**1.37 Dispute Settlement**

Any dispute between the Parties as to matters arising pursuant to this Contract excluding the excepted matters stated in clause 8.1 above that cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party's request for such amicable settlement may be submitted by either Party for settlement in accordance with the provisions specified in the SCC.

**9. Penalties for breach of Contract**

There shall be two kinds of penalties that shall be levied under this Contract as set out in the SCC. One is for the omissions and commissions of the personnel and the second for breach of contract terms by the Contractor. Both the penalties are recoverable from the payments due to the Contractor.

The Client will keep an account of the penalties levied and recommend the same for recovery from the monthly invoices. The Contractor is entitled to recover the penalties attributable to their employees from their monthly wages.

**10. Counterparts**

This Contract may be executed in two counterparts, each of which when executed and delivered shall constitute an original of this Contract but shall together constitute one and only Contract.

## SECTION V: SPECIAL CONDITIONS OF CONTRACT

### Supplements to Clauses in the General Conditions of Contract

The following SCC are supplement to the GCC and whenever there is a conflict, the provision herein shall prevail over those in the GCC. The corresponding number of GCC is given in the bracket.

| Clause Reference (GCC) | Description |
|---|---|
| [1.5.1] | The addresses are:<br>**Client**<br>Chief Traffic Manager (Commercial)<br>Bengaluru Metropolitan Transport Corporation<br>Shanthinagar, Bengaluru, 560 027<br>Telepone: 080-22537575<br>Email: ctmc@mybmtc.com<br>**Contractor**<br>Name:<br>Designation:<br>Address:<br>Telex:<br>Email: |
| [1.5.2] | Notice shall be deemed to be effective as follows:<br>(a) in the case of personal delivery or registered mail, on delivery;<br>(b) in the case of telexes/e-mail, 24 hours following confirmed transmission |
| [1.6] | The location of Services shall be the Kengeri TTM in Bengaluru. |
| [1.7] | The Authorized Representatives are:<br>For the Client : Chief Transport Manager (Com), BMTC<br>For the Contractor : _____ |
| [1.8] | The Contractor and the personnel shall pay the taxes, duties, fees, levies and other impositions levied under the existing, amended or enacted laws during life of this Contract and the client shall perform such duties in regard to the deduction of such tax as may be lawfully imposed.<br><br>GST payable for this Service is inclusive in the Contract Price. |
| [2.1] | The Contract shall come into effect from _____ *[Date of execution of contract]* |
| [2.2] | The time period for commencement of Service shall be 7 (seven) days |
| [2.3] | The period for expiry of Contract shall be 36 months unless extended by the Client for an additional period of upto maximum of 6 months at the discretion of the Client. |
| [3.4] | The risks and the coverages shall be:<br>1. Third Party liability insurance, with a minimum coverage for INR. ..... for the period of Contract[1]; |

| **Clause Reference (GCC)** | **Description** |
|---|---|
| | 2. Client's liability and workers' compensation insurance in respect of the Personnel of the Contractor, in accordance with the relevant provisions of the Applicable Law, as well as, with respect to such Personnel, any such life, health, accident, travel or other insurance as may be appropriate;<br>3. Professional liability insurance, with a minimum coverage equal to total contract value for this Contract; and<br>4. Insurance against loss of or damage to (i) equipment purchased, and (ii) the Contractors' property used in the performance of the Services, |
| [3.7] | The Contractor shall not use these documents for purposes unrelated to this Contract without the prior written approval of the Client |
| [6.2] | The amount of Contract is INR._____( Rupees _____ Only) as quoted in the Financial Tender in the (Karnataka Public Procurement Portal and as provided in Schedule D. |
| [6.4] | Payment shall be made as far as possible within 45 (Forty Five) days of receipt of the invoice and the relevant documents specified in Clause 6.4, and within 60 (sixty) days in the case of the final payment. The Contractor shall continue paying the housekeeping personnel on time irrespective of delay in payment by Client.<br>Bank account details of Contractor<br>Contractor Name:<br>Account Number:<br>Name of Bank:<br>Type of Account:<br>Branch:<br>IFSC:<br>The procedure for making the payments to the Contractor by the Client is as set out below:<br>A. Reimbursement of Remuneration paid<br>a. The Contractor based on the monthly attendance/bio metric details shall calculate the monthly Remunerations (net payable to the personnel deployed) as reproduced in Schedule D and pay before 7th of the succeeding month. No illegal deductions are to be made by the Contractor.<br>b. The Contractor should also pay the ESI and EPF amount with respect to the Personnel deployed to the concerned authorities. Subsequently, the Contractor should before 10th of the succeeding month raise an invoice for reimbursement from the Client of the Remuneration so paid.<br>c. The Contractor should submit the monthly invoice along with the following information and supporting documents:<br>i. Statement of remuneration paid along with the pay slip as set out in Schedule B (through transfer to their nationalised bank account) duly indicating the deductions towards employee's and employer's contribution of EPF and ESI, PT and TDS and net amount transferred to the Bank Account of |

[1] Third Party liability insurance, with a minimum coverage of 10% of the contract price.

| Clause Reference (GCC) | Description |
|---|---|
| | the Personnel deployed;<br>ii. Proof of having deposited the EPF & ESI contributions, Gratuity, etc. deducted from the remuneration of personnel deployed under the Contract for the previous month to the concerned authorities (EPFO & ESIC).[2]<br>iii. Proof of having paid the Professional Tax deducted from the salary/remuneration/wages of personnel deployed under the Contract for the previous month to the Professional Tax Department;<br>d. The Client will verify the reimbursement claims made by the Contractor with regard to the Remuneration paid to the Personnel deployed and upon such verification shall reimburse the amount paid as Remuneration by the Contractor.<br>e. Contractor shall not be eligible to get any advance payment in respect of the Remuneration payable to the Personnel and the same shall be only reimbursable in nature. Incomplete invoices and those not supported by documents stipulated in (i) above will be returned for compliance thereof by the Contractor. Under such circumstances, the Contractor shall be solely responsible for any delay. Any delay in payment of the invoices provided by the Contractor shall not be an excuse for making any delay in payment of Remuneration to the personnel deployed.<br>f. In case of increase in minimum wages under the Applicable Law, the Contractor shall submit the invoice, with increased minimum wages immediately with a copy of Gazette notification. In case of delay, separate arrear invoices shall be submitted. The revision will be limited to the Basic Wage Rates & VDA plus consequent revision in PF & ESI. The Client shall verify such documents submitted by the Contractor and shall make payments as per the revised invoice, if found satisfactory.<br>g. Penalties, overpayments and dues if any interest/amount receivable (if applicable) shall be recovered from the monthly invoices. Contractor shall not have any objection on the same.<br>h. In the event of default by the Contractor in making payment of Remuneration to the Personnel deployed by the Contractor under this Contract and if a claim thereof is filed in the office of the Labour Authorities and proof thereof is furnished to the satisfaction of the Labour Authorities, the Client may make payment of such claim on behalf of the Contractor to the said Labour Authorities and any sums so paid shall be recoverable/deductible from the Security Deposit or any dues payable to the Contractor by the Client.<br>i. If any money shall, as the result of any instructions from the Labour authorities or claim or application made under any of the Labour laws, or Regulation, be directed to be paid by the Contractor to the Client, The Client shall be entitled to recover the amount from the Contractor |

[2] The Contractor shall nominate one of their staff to produce their ESI and EPF user id and password and provide the details asked by office regarding the ESI and EPF payments, download their uploaded ECR copies to the Client.

<table>
<tr><th>Clause Reference (GCC)</th><th>Description</th></tr>
<tr><td></td><td>by deduction from the outstanding payments payable either under the Contract or in any other Contract(s) with the Client or from the Security Deposit or from both. In case this amount is insufficient for such recoveries, Contractor shall make good the balance amount by actual payment. In addition, the Client may recover the said amounts through other running contracts.<br>B. Payment of Contract Price<br>a. The Contract Price is payable to the Contractor as quoted in the financial tender and reproduced as Schedule D.<br>i. The Contract Price quoted by the Tenderer shall be inclusive of all relevant financial implications including inter-alia the nature of the Services to be delivered, location, site(s) of the delivery of Services, extant rules and regulations about taxes, duties, labour in India, overheads and incidental services and GST.<br>ii. The Service Fee shall remain firm and fixed for the duration of the Contract and shall not be subject to adjustment or any revision whatsoever (except any statutory variation in GST and Minimum Wage Rate as declared by Government from time to time)<br>The Contractor shall be required to provide all the consumables as per Schedule C and equipment listed in Schedule A (Scope of Work) and any other equipment/tools/machinery required for providing the Services under the Contract within the Service Fee quoted for the Services. The Client shall not make any additional payment for such consumables/equipment/tools/machinery during the Contract Period.</td></tr>
<tr><td>[7]</td><td>Security Deposit amount shall be 6 (six) times the Contract Price quoted by the Contractor. The contractor can deposit the Security Deposit amount through online payment methods like NEFT/ RTGS or Demand Draft drawn in favour of Chief Accounts Officer, BMTC, Bengaluru.</td></tr>
<tr><td>[8.2]</td><td>Any excepted disputes that have not been resolved amicably between the Parties shall be referred to Managing Director, BMTC for resolution and the decision of Managing Director; BMTC shall be final in this regard.</td></tr>
<tr><td>[9]</td><td>Penalties will be imposed on the Contractor for violation of terms and conditions of agreement as per the list given below and the Client shall have the right to deduct the amount of penalty from payment against the Contractor’s invoice.
<table>
<tr><th>Sl No</th><th>Details</th><th>Penalty</th></tr>
<tr><td>1.</td><td>The Contractor shall be responsible for all the omissions and commissions of all the personnel deployed under this Contract</td><td>a. The Contractor shall be liable to compensate officers, staff or the department for any loss due to theft/pilferage/damage to the articles, equipment, fixtures, furniture etc., caused due to negligence, carelessness or any</td></tr>
</table></td></tr>
</table>

| Clause Reference (GCC) | Description | | |
|---|---|---|---|
| | **Sl No** | **Details** | **Penalty** |
| | | | fault of his personnel.<br>b. Loss or damage shall be as assessed by the Bus Stand In-Charge and appropriately recovered from the Contractor either from the payments due to the Contractor against the invoices or by invoking the Security Deposit to the extent of damage assessed or both, as the case may be. |
| | 2. | Delay in payment of Remuneration comprising minimum wages, ESI, EPF, charges towards uniform and other disposable, and other statutory charges, if any to the personnel deployed under this Contract. | a. For the first instance penalty of INR. 1000/- for each day of delay till payment is made by the Contractor.<br>b. The penalty amount will be doubled for each successive occasion.<br>c. If repeated for more than 3 (three) months in a year, the Contract is liable for termination and the Security Deposit shall be forfeited. |
| | 3. | Not Performing the work as per Scope of Work | a. First occasion, penalty of INR 500 per day for the first week and a penalty of INR.1000 per day for the second week.<br>b. If the non-performance as per Scope of Work continues for more than 15 (fifteen) days, the Client reserves the right to terminate the Contract and forfeit the Security Deposit. |
| | 4. | Quality of Work | a. If any work is not done at all or if the work done is not up to the mark as inspected and ascertained by the Bus Stand In-Charge, penalty shall be INR.100 per item of work.<br>b. If the personnel are not on time or not wearing uniforms or not in fit condition to do the work, they will be turned away from duty by the Bus Stand In-Charge and penalty of double the average daily wages will be imposed on the Contractor. |

| Clause Reference (GCC) | Description | | |
|---|---|---|---|
| | **Sl No** | **Details** | **Penalty** |
| | | | Supervisor of the Contractor shall ensure that the housekeeping and toilet cleaning staff do not wander here and there or sit idle in groups and indulge in gossip/loud talk among themselves or with the personnel deployed of other service providers or departmental employees during working hours. Penalty of INR.500/- per incident shall be levied if such instances are found. |
| | 5. | Substitution of Personnel Deployed under this Contract | a. Contractor shall provide a substitute immediately in the event of any person leaving the job due to his/her personal reasons.<br>b. Delay by the Contractor in providing suitable additional personnel for any substitute will attract a penalty @ INR.500/- per day per personnel. |
| | 6. | If the number of Personnel deployed are less than the requirement envisaged under this Contract. | a. Penalty @ INR.200/- (Rupees Two Hundred Only) per Personnel shall be charged. In addition to the penalty, an amount equivalent to the remuneration payable to such non-deployed personnel per day for the number of days of non-deployment in accordance with Schedule D shall be payable by the Contractor.<br>b. If the absence or shortage of Personnel persists for more than 7 (seven) days in a month, then an additional penalty of INR.500 shall be charged per day per personnel of providing less Personnel.<br>c. If the absence or shortage of Personnel persists for more than 15 (fifteen) days in a month, the Client reserves the right to terminate the Contract and forfeit the Security Deposit. |
| | 7. | Shortfall in number of working hours of the | a. Pro-rata amount of remuneration (including Basic+ VDA and employer |

| Clause Reference (GCC) | Description | | |
|---|---|---|---|
| | **Sl No** | **Details** | **Penalty** |
| | | deployed personnel per month than the minimum number of hours specified. | contribution of PF & ESI) for the shortfall hours for each such personnel shall be deducted from the monthly invoice payable to the Contractor, provided the Contractor has made no such deductions in the said invoice.<br>b. Any personnel who continues to default on the working hours for a continuous period of three months shall be replaced immediately. |
| | 8. | Not maintaining the statutory records, underpaying/not paying the personnel deployed under this Contract and misuse/ misappropriation of money meant to be paid to the personnel deployed under this Contract | a. First notice to rectify shall be issued to the Contractor.<br>b. If the breach persists for a period of 2 (two) months from the date of first notice, the Client reserves the right to terminate the Contract and forfeit the Security Deposit. |
| | 9. | Non-performance/ Non-usage of Machines (if the breakdown of the Machine is major, then the Contractor is allowed to substitute with Other Machine and the same is to get approved by the Bus Stand in charge with proper documents. | a. Penalty @ INR.200/- (Rupees Two Hundred Only) per machine per day for the first day shall be charged.<br>b. Penalty @ INR.500/- (Rupees Five Hundred only) per machine per day for the subsequent 2 days shall be charged.<br>c. Penalty @ INR.1,000 (Rupees One Thousand only) per machine per day for the further 7 (seven) days shall be charged.<br>d. If the problem persists for more than 10 (ten) days, the Client reserves the right to terminate the Contract and forfeit the Security Deposit. |
| | **10.** | Over charging of User Fee from users of Toilets | a. Penalty @ Rs.500 (Rupees Five Hundred only) per complaint upto 5 (five) complaints by commuters/users or/and as ascertained by Bus Stand In-charge.<br>b. Penalty @ Rs.1,000 (Rupees One Thousand only) per complaint for more |

| Clause Reference (GCC) | Description | | |
|---|---|---|---|
| | **Sl No** | **Details** | **Penalty** |
| | | | than 5 (five) complaints by commuters/users or/and as ascertained by Bus Stand In-charge.<br>c. If the number of complaints exceeds beyond 25 (Twenty Five) in a year, the Licensor reserves the right to terminate the License Agreement and forfeit the Security Deposit. |
| | 11. | Complaint from Passengers | a. Penalty @ Rs.200 (Rupees Two Hundred only) per instance based on complaint by commuters as ascertained by Bus Stand In-charge.<br>b. If the number of such instances exceeds beyond 25 (Twenty-Five) in a year, the Client reserves the right to terminate the Contract Agreement and forfeit the Security Deposit. |

## SECTION VI: SCHEDULES

### Schedule A- Scope of Services

In particular, the Contractor shall provide housekeeping services for the entire BMTC Bus Terminal area of Kengeri TTMC including cleaning of all building floors, ceilings, indoor/office area, sewerage and storm water disposal, housekeeping, waste management and disposal, sewage treatment plant, cleaning of foot over bridge area (if any), subway (if any), footpath, building terrace platform area, rooftops of platforms, approach road, internal roads, lawn maintenance (if any), general pest control, utility monitoring, cleaning of sump & overhead tanks, throughout the Contract Period engaging trained manpower to the full satisfaction of the Client and other occupants of the BMTC Bus Terminal area of Kengeri TTMC. The Contractor shall preserve the bus terminal, its equipment and assets as per the satisfaction of the Client. The Contractor shall also be responsible for operating and maintaining the Passenger Toilet blocks for which the Contractor is entitled to collect a user fee. The Contractor shall endeavor to carry out the Services in the most methodical manner to ensure the bus station is maintained clean and tidy at all times to meet excellent standards on par with metro stations and airports

The details of approximate project area & minimum manpower to be deployed for the tendered service is as mentioned below:

| Particulars | Total Area | Minimum Man power required (including Off-relieving staff |
|---|---|---|
| Project Area | 5,384 sq.mtrs | • Supervisor -01 Nos<br>• General Cleaning Staff – 07 Nos).<br>• Safai Karmacharis-05 Nos. |

The detail scope of services to be provided by the Contractor in connection with the housekeeping services and operation & maintenance of Passenger Toilet Blocks at Kengeri TTMC, Bengaluru is as follows

**I. User Fee for Maintenance of Passenger Toilet blocks**

The Contractor shall be permitted to collect User Fee of INR 5/- (Rupees Five only) per head from the users of the toilets in the Passenger Toilet blocks, while urinal facility shall be provided free of charge. Therefore, the Tenderer(s) should consider this revenue while quoting the Contact Price.

**1. Details of the Passenger Toilet Blocks**

There is 1 (one). Passenger Toilet block for general public/commuters at Kengeri TTMC in addition to staff toilet. The details of the Passenger Toilet Blocks are as follows:

***Passenger Toilet Block***

| Gents | | |
|---|---|---|
| **Sl. No.** | **Particulars** | **Quantity (Nos.)** |
| 1 | Water Closet | 0 |
| 2 | Urinals | 9 |

| | | |
|---|---|---|
| 3 | Hand Wash Basins | 3 |
| **Ladies Toilet** | | |
| **Sl. No.** | **Particulars** | **Quantity (Nos.)** |
| 1 | Water Closet | 1 |
| 2 | Urinals | 4 |
| 3 | Hand Wash Basins | 2 |
| **Differently Abled** | | |
| **Sl. No.** | **Particulars** | **Quantity (Nos.)** |
| 1 | Water Closet | 1 |
| 2 | Hand Wash Basin | 1 |

**Staff Toilet**

The Contractor shall also be responsible for cleaning and maintaining the staff toilets. However, the Contractor is not permitted to collect any user fee from the staff using this toilet.

## II. Personnel to be Employed

The Contractor shall employ the below mentioned personnel for providing housekeeping services and operation & maintenance of Passenger Toilet Blocks. The applicable wages payable as per Minimum Wages notified by Labour Department, Government of Karnataka from 1-04-2023 to 31-3-2024 is as detailed below:

| Sl No | Category of Housekeeping/ Personnel | Minimum number of Personnel require | Basic + VDA per month per Personnel (as per Minimum Wages Act) (in INR) | Employers Contribution of PF per month per Personnel (in INR) | Employers Contribution of ESI, per month per Personnel (in INR) | Gross Remuneration per month per personnel (Column 4+5+6) (in INR | Employee Contribution of PF, for Remuneration per month per personnel (in INR) | Employee Contribution of ESI per month per Personnel (in INR) | Total ESI and EPF to be paid per Personnel to the concerned Authorities | Net Remuneration payable to the Personnel per month (Column 7-10) (in INR |
|---|---|---|---|---|---|---|---|---|---|---|
| **(1)** | **(2)** | **(3)** | **(4)** | **(5)** | **(6)** | **(7)** | **(8)** | **(9)** | **(10)** | **(11)** |
| 1 | Supervisor | 01 | 19,260 | 1,993 | 626 | 21,879 | 1,800 | 144 | 4,563 | 17,316 |
| 2 | General Cleaning Staff | 07 | 14,425 | 1,944 | 469 | 16,838 | 1,800 | 108 | 4,321 | 12,517 |
| 3 | Safai Karmachari | 05 | 20,571 | 2,006 | 669 | 23,246 | 1,800 | 154 | 4,629 | 18,617 |
| | **Total** | 13 | | | | | | | | |

1. The above table shows the minimum number of personnel required including the off

relieving personnel and the minimum wages that shall be paid by the Client to such deployed personnel. However, the Contractor is free to pay above this minimum wages to the personnel deployed by him

2. The Contractor shall provide only female cleaning staff in all the ladies toilets.
3. The wages provided in the above table are the Minimum Wage Rates fixed by the Government of Karnataka for the current year. The Client shall adhere to the same and any revisions made by Government of Karnataka from time to time during the Contract Period.
4. The Contractor should pay the remuneration provided in Column No.7 above to the deployed personnel without any variation before 7th of the succeeding month based on the monthly attendance/bio metric statement. No illegal deductions are allowed. Any payments lesser than the amounts indicated in the above table or non-payment of the above amount to the deployed personnel shall be considered as breach of Contract Agreement by the Contractor.
5. The total ESI and EPF amount as mentioned in Column 10 should be paid by the Contractor with respect to the deployed personnel to the concerned authorities.
6. The Contractor after having made such payments to the concerned authorities should submit a confirmation receipt/PF & ESI challan copy along with details of personnel, Bank statement for salary compliance, ESI, PF account number etc .
7. The Contractor should install a face & finger reading biometric attendance instrument or any other electronic mechanism acceptable to the Client to record the attendance of the Personnel and same shall be made available to the Client/Bus Stand In-Charge for inspection. All the manpower/ personnel deployed in the premises should mark their biometric attendance in the attendance system so maintained.
8. The Contractor shall provide the required manpower to efficiently and effectively manage the Project Facilities. However, Contractor shall be responsible to maintain the service levels as required and shall be liable to deploy additional manpower, if required as per the requirement to fulfil the scope of work.
9. Police verification of the manpower deployed by the Contractor should be complete and must be shared with the Client upon request.
10. Wherever required the Personnel shall be in proper uniform and shall carry Photo ID cards (information as in any Government ID card) to be issued by the Contractor showing the Contractor’s logo, name, designation of the personnel, address of place of services, residential address, phone number and blood group details.

## III. General Scope of Work

1. Preserving the entire bus terminal area, toilet blocks, its equipment and assets as per the satisfaction of the Client.
2. Supply of all cleaning materials and consumables for the cleaning purpose.
3. Providing Housekeeping and cleaning services for the entire area
4. Operation and maintenance of passenger toilet blocks including minor repairs
5. Waste management and disposal
6. Pest Control – The Contractor shall carry out Disinfection Treatment, Rodent control and fly control.
7. Gardening & Lawn Management-The Contractor shall be responsible for ensuring proper maintenance and upkeep of all horticulture works in the BMTC area.
8. Complaint management

## IV. Housekeeping and Cleaning Services

### a) General Cleaning Services:

The Contractor shall

1. Perform routine cleaning of the internal and external areas of the Kengeri TTMC excluding spaces rented out to commercial establishments and private offices, if any within the Bus Station premises to meet the required service standard.
2. Ensure cleanliness of all common spaces and space inside the Bus station at periodic intervals.
3. Perform cleaning and upkeep of passenger waiting areas and amenities, IT & AV equipment in the facility as per directions of the Client.
4. Perform periodic cleaning of glass facades, structures at the entrance plaza, external claddings etc. at all heights (internally and externally).
5. Deploy equipment for cleaning and shall be responsible for maintaining these at all times. All costs for purchase/hire/repair/spares/ maintenance etc. of such deployed equipment will be borne by the Contractor.
6. Be responsible for the safekeeping of the equipment at the facility.
7. Dusting / cleaning of all furniture, sills, counters, screens, blinds & curtains, light fittings, signage, doors, door frames, fittings and glass pans etc. to remove debris, stains, cobwebs and marks.
8. Polishing / vacuum cleaning / cleaning of floors, carpets, carpet tiles, mats and ensure the same must be free from grit, dust and debris with no apparent stains. They must be clean and dry.
9. Clean all water tanks, overhead tanks, sump and disinfect such water tanks atleast once in three months or as instructed by the Client.
10. Regular cleaning of storm water drain, manholes, sewage lines etc. for removal of any blockages.
11. Storm water drains shall be cleaned atleast once in three months or as instructed by the Client to ensure no blockage.
12. Entrances, Foot over bridge, (if any), Subway (if any), Ramp (if any) stairs, approach roads, platforms, rooftops of platforms, service areas, parking areas, paving, paths, roads, courtyard, lawns at the entrance, outside premises must be maintained so that no graffiti, debris, litter, cigarette butts, dirt or spillages are apparent after cleaning.
13. BMTC office area, control room etc. must be free from dust at all times (to be done in presence of the officials concerned).
14. Care is to be exercised to ensure passenger safety. Wet floors should be sign posted.
15. Stainless steel surfaces must be treated with an appropriate cleaning and polishing agent.
16. The Contractor shall be primarily responsible in the management of wastes from vending zones, food court, bus bays, passenger waiting areas and toilets including collection and storage.

**b) Cleaning of Passenger Toilet blocks, Staff Toilets inside Office Buildings, Women's Waiting Lounge (if any)**

The Contractor shall

1. Display the signboards regarding user fee for public toilets in both English & Kannada languages.
2. All sanitary ware including sinks, hand wash basins, urinals, closet, western closet bowls, seats, covers, hinges, tops, undersides, rims, taps, overflows, outlets, chains, plugs, urinals, brushes, tiled surfaces, splash backs etc. must be free from scum,

grease, hair, scale, dust, soil, spillages and removable stains. In addition, the surfaces should be disinfected.

3. Floors should be cleaned every day. In addition there should be no evidence of scum, grease, hair, and scale and the floors must be disinfected.
4. Soap dispensers, if any, must be filled, operating correctly with clean nozzles, the external surfaces must be clean dry and free from smears.
5. The Contractor should take necessary steps to eradicate foul smell from the entire area at all times.
6. Waste Management:
   a) The Contractor shall provide and place foot operated waste collecting bins for wet, dry and sanitary waste separately where ever required as per directions of the Client/Bus Stand In-Charge. The bins must be emptied, cleaned and dried inside and out, bin-liners replaced where necessary and placed in their original locations. Liners must be used at all times.
   b) The Contractor shall ensure proper disposal of waste outside the premises as per the standards and directions provided by the Client/Bus Stand In-Charge.
   c) The Contractor shall be primarily responsible in the management of wastes from toilet including collection and storage. The Contractor shall be responsible for disposing the waste collected to BBMP on regular basis.

**c) Housekeeping Monitoring and Control:**

For better management and smooth services, the Contractor will adopt the following monitoring mechanism:

1. Checklist for Toilet Cleaning & Common Areas Housekeeping

   The Contractor shall maintain a checklist covering cleaning and sanitation of all toilets and Common area. It is to be updated and filled up by the Contractor's cleaning staff on duty at regular intervals each time after cleaning.

2. Register for monitoring the usage of consumables, machineries, tools etc.

   The Contractor shall maintain a register covering details of the stock of the consumables machineries, tools etc. The contactor on monthly basis shall purchase the required consumables as mentioned in the Schedule C and shall produce the invoices before the client for verification. The consumables shall be stored in the storeroom designated by the Client. The daily usage of the consumables, its stock shall be entered into a register kept in custody of the Client.

**d) Operation & Maintenance of Passenger Toilet Blocks (Minor repairs)**

1. The Contractor shall ensure that day-to-day works such as removing choking matter from drainage pipes, manholes, restoration of water supply, repairs of seepage from walls and roofs, repairs to faulty switches, etc. are attended under day-to-day service facilities. The cleaning of manholes shall always be done using appropriate equipment and machinery only.
2. The Contractor shall operate all equipment, fittings, and fixtures (electrical /mechanical/plumbing etc.) on regular basis and ensure the smooth functioning of the area such as operation of pumps for filling water to tanks as per the requirement.
3. The Contractor shall at his own cost maintain / ensure - bulbs/ tubes, leaking taps, latches, doors, closets/pans mugs, buckets, dustbins in the Passenger Toilet Blocks.

4. Placing Naphthalene balls in all the urinals and washbasins at all times.
5. Cleaning of all Passenger Toilet Blocks with standard quality cleaner/acid continuously and kept hygienic without giving any scope for complaints.

## V. Frequency of Cleaning Activities

The Contractor shall carry out the cleaning and other connected operations at daily/weekly/fortnightly/monthly frequencies as enumerated below.

### 1. Daily Operations:

1. Cleaning, dusting, vacuuming and disinfecting of floors, walls and ceilings, removal of waste and any other garbage from the entire area covered under the Contract.
2. Sweeping, cleaning, mopping with disinfectant cleaner of area covered under the Contract including all staircases, foot over bridge (if any), Subway (if any), Ramp (if any), platforms, roads cabins, lobbies, reception, training rooms, office rooms, meeting rooms, security office and other areas as covered in the Contract.
3. Daily multiple times as necessary cleaning, sweeping, all staircases, foot over bridge (if any), Subway (if any), Ramp (if any), platforms and bus bays.to keep the place clean at all times.
4. Cleaning and dusting of electrical switchboards, light fixtures, fans, air conditioner vents, overhead light fixtures, projectors, firefighting equipment, nameplates, plant boxes, doormats etc.
5. Cleaning of all toilets which includes toilet flooring, wash basins, commodes, urinals, mirrors, fixtures Water Closets (WC) etc., with good quality disinfectants.
6. Dusting and cleaning of doors windows, furniture, fixtures, glass partitions, electrical fixtures and other equipment like computers, cubicles, table tops, chairs, overhead storage units, side racks, drawer boxes, filling racks, cupboards, cabinets, paper trays, flower vases, Telephones etc.
7. Clearing and cleaning of dust bins/waste paper baskets twice a day in the morning and in the afternoon and washing of dustbins, if necessary. For this purpose, maintain wet waste and dry waste collection bins separately as required under municipal regulations at appropriate places, picking up waste paper, plastic, tea cups, food packets etc. thrown in common areas of administrative/main block and other areas.
8. Washing and cleaning of drinking water glasses, cups & saucers, flasks, plates, spoons etc.
9. To replenish water in the water dispensers and to ensure that the water dispensers are always filled with adequate water.
10. Picking up and clearing of plastic, paper etc. in the campus/office area including garden area
11. Any other specific jobs assigned from time to time connected with housekeeping.

### 2. Weekly Operations:

1. Thorough cleaning, acid wash, sweeping, washing, mopping with disinfectant cleaners of all floors, staircases and all toilets. Scrubbing of all floors and ceramic tiles base. Cleaning of ceiling and high walls, removal of wash stains on walls, cleaning of roofs, porches etc.

2. Thorough cleaning of furniture, Venetian and vertical blinds, partitions, doors / knobs and window glasses/grills with soap water.
3. Cleaning of all windows glasses and grills with detergents / cleaning agents.
4. Washing of inside and outside area with High Pressure Jet Machine.
5. Thorough washing of all toilets with chemicals, acids, detergents etc.
6. Polishing of the metal name plates/boards.
7. Dusting and cleaning of shelves, cupboards, cabinets, electrical fixtures like tube light fittings, ceiling and pedestal fans, exhaust fans
8. Cleaning of all sewerage manhole to ensure no blockages at any time.

**3. Fortnightly Operations:**

1. Spraying of disinfectants in and around the [building, foot over bridge, platforms toilets, pantry etc].
2. Removing of stains and spills with suitable solvents.
3. Removing cobwebs etc., from internal and external part of the office / staircases/ landings etc.
4. All the areas and corridors are to be scrubbed with scrubbing machine.

**4. Monthly Operations:**

1. Removing accumulated stains at the edges of the walls.
2. Cleaning and removing stains from Rexene and external part of the office/staircases/landings etc.
3. Cleaning of terrace of all buildings, toilet blocks and platform rooftops.
4. Removal of Bee Honeycomb (if any) from all buildings

## VI. Manpower

The Contractor shall deploy Supervisor for overall management of entire operation, personnel and ensure different standards of service/operation to be performed under the Scope of Work.

1. In case any category of staff is required on a 24 X 7 basis availability, the same shall be conveyed by the Client to the Contractor during the Contract Period and as required from time to time.
2. The Contractor should ensure to maintain adequate number of manpower/ personnel.
3. The personnel deployed by the Contractor should not be below 18 years of age.
4. The Personnel should understand and speak Kannada well.
5. The Contractor shall be fully responsible for the conduct of their personnel.
6. Replacement of personnel deployed as required by the Client will be effected immediately by the Contractor.
7. The requirement of the manpower/personnel may increase or decrease during the period of initial contract also. In case of decrease in the requirement, the same will be informed to the Client and the Contractor shall withdraw additional manpower/ personnel at the given time. If the requirement is increased, the Contractor shall provide additional manpower/ personnel on the same terms and conditions at the given time.
8. The minimum number of personnel deployed for housekeeping and toilet cleaning per shift shall be as depicted in the table below:

| Sl | Shift | Housekeeping staff | Toilet Cleaning |
|---|---|---|---|

| No. | | (Nos)[3] | Staff (Nos) |
|---|---|---|---|
| 1 | 0600 Hrs – 1400 Hrs | 3 | 2 |
| 2 | 1400 Hrs – 2200 Hrs | 3 | 2 |

## VII. Role of Supervisor

The Supervisor shall be responsible for the following activities:

1. Overall supervision of the all the cleaning staff
2. Assigning tasks to staff and inspecting work to ensure that the prescribed standards of cleanliness are met.
3. Scheduling staff shifts and organizing replacements as required.
4. Ensuring the housekeeping and toilet cleaning personnel are present for work on time and complete eight hours of duty everyday.
5. Monitoring the work of the staff on a continuous basis and ensure the staff do not sit idle.
6. Investigating and addressing complaints regarding poor housekeeping service.
7. Issuing cleaning supplies and equipment, regularly taking inventory and ordering stock as needed.

## VIII. Materials and Equipment to be used

The Contractor should buy eco-friendly chemicals and cleaning agents of approved quality. Tools/equipment/machines/spare parts should be of reputed brands and must bear ISI mark. The Contractor shall get the standard monthly list of items, brands, quality and quantity approved by the Client.

The Contractor during the contract period shall provide the following minimum quantity of cleaning equipment, which are as follows but not limited to: [4]

a) Heavy duty scrubber com - 1 No.
b) Single disc scrubber com - 1 No.
c) Aluminium ladder (30ft) - 1 No.
d) Heavy duty wet & dry vacuum cleaner - 1 No.
e) High pressure jet pump - 2 Nos.
f) Single mop ringer trolley bucket - 1 No.
g) Pest control spraying machine - 1 No.
h) Wheel barrow Trolley (Small) - 1 No.
i) Wheel barrow Trolley (Large) - 1 No.

[3] Please enter the minimum number of housekeeping and toilet cleaning staff to be deployed per shift
[4] Edit according to the requirement

## Schedule B - Reporting Requirements

### Records to be maintained

1. The Contractor shall maintain the following documents in respect of the personnel deployed by them to undertake the Services under this Contract and furnish to the Client in the given time limit:
   a. List of personnel deployed [monthly]
   b. Bio-Data with antecedent's details of the personnel deployed- [at the time of deployment]
   c. Birth proof of the candidates [at the time of deployment]
   d. Copy of Aadhaar Card of the candidates [at the time of deployment]
   e. Identity Cards issued by contractor bearing photograph [within 8 days]
   f. Identity proof and residential proof [at the time of deployment]
   g. Letter of deployment from the Contractor [at the time of deployment]/Contract agreement duly signed as per Annexure "A" [at the time of deployment]
   h. Medical Fitness Certificate (Medical check-up would need to be carried out every year)
   i. Details of ESI Number ad EPF Number of the personnel deployed under the Contract. The challans of payments of ESI and EPF to the concerned authorities.
   j. Inventory of consumables, hand tools and machineries brought to site and utilised for housekeeping.
   k. Police Verification Record
   l. Bank Account Details
   m. Any other documents as required under the applicable laws,

2. The Contractor shall maintain proper records pertaining to the personnel deployed under the Contract including the remuneration pay slip, disbursement of remunerations, remittances of statutory payments to the various statutory authorities and present the same to the Client or the concerned statutory authorities whenever called for.
3. The Contractor shall furnish monthly salary slip to every personnel deployed under the Contract in the following format besides submitting the copy of the same to the client:

| Pay Slip for the Month of *[Month],[Year]* | |
|---|---|
| Name of the Employee | |
| Employee No | |
| Designation | |
| ESI No | |
| EPF No | |
| Details of Bank Account with IFSC code | |
| Monthly wages ( Basic+ VDA+ ESI+ EPF) Employer Contribution | |
| Deduction<br>1. ESI - Employer + Employee Contribution<br>2. EPF - Employer + Employee Contribution<br>3. Profession Tax | |

| | |
|---|---|
| 4. Any other Deductions | |
| Total Deduction | |
| Net payable to the Personnel deployed | |
| Previous Months Deductions remittance with dates<br>1. ESI - Employer + Employee Contribution<br>2. EPF - Employer + Employee Contribution<br>3. Profession Tax<br>4. Any other Deductions | |

## Schedule C- Schedule of Requirements

1. Manpower Details including Titles and names, detailed job descriptions, minimum qualifications etc. to be provided
2. List of Consumables and equipment/tools/machinery

## Working Hours and Leave Benefits

1. Contractor is responsible for offering one weekly off, rotation of personnel etc., within the overall rates and the number of personnel agreed upon. No additional personnel can be engaged on these accounts.
2. Personnel posted by the contractor have to work for a minimum time of 8 (Eight) Hours in a single shift. Normally they are expected to be present in
    a. 0600 Hrs – 1400 Hrs
    b. 1400 Hrs – 2200 Hrs
3. The deployed personnel shall be provided a grace of 15 minutes to report to work during each shift. However, each personnel shall be responsible for completing 8 hours of work every day. Half a day's leave shall be deducted for personnel breaching the grace minutes.
4. All personnel shall be provided weekly-offs on rotation basis.
5. The Contractor shall ensure that the work shall be carried out throughout the calendar year.

## Schedule D- Breakdown of Contract Price in Indian Rupees

*[The Financial Proposal break-up as per Format FIN FORM submitted by the Tenderer to be enclosed]*

## Schedule E - Notification of Award/Letter of Intent

## Schedule F- Tender Document, Corrigendum, Addendum, and Pre-Bid Meeting Proceedings to be enclosed